



## CITY OF BARABOO COMMON COUNCIL AGENDA

Council Chambers, 101 South Blvd., Baraboo, Wisconsin

Tuesday, October 8, 2019, 7:00 P.M.

Regular meeting of the Common Council, Mayor Mike Palm presiding.

*Notices sent to Council members:* Wedekind, Kolb, Plautz, Sloan, Petty, Ellington, Alt, Kierzek, and Thurow

*Notices sent to City Staff and Media:* Atty. Truman, Adm. Geick, Clerk Zeman, Finance Director Haggard, City Engineer Pinion, Utility Super. Peterson, Street Super. Gilman, Police Chief Schauf, Parks & Recreation Dir. Hardy, City Treasurer Laux, Fire Chief Kevin Stieve, Library Director Jessica Bergin, CDA Director, the News Republic, WBDL, 99.7FM.

*Notices sent to other interested parties:* Citizen Agenda Group, Media Agenda Group

1. **CALL TO ORDER**

2. **ROLL CALL AND PLEDGE OF ALLEGIANCE**

3. **APPROVAL OF PREVIOUS MINUTES** (*Voice Vote*): September 21, 2019 & September 24, 2019

4. **APPROVAL OF AGENDA** (*Voice Vote*):

5. **COMPLIANCE WITH OPEN MEETING LAW NOTED**

6. **PRESENTATIONS** (*None Scheduled*)

7. **PUBLIC HEARINGS** (*None Scheduled*)

8. **PUBLIC INVITED TO SPEAK** (*Any citizen has the right to speak on any item of business that is on the agenda for Council action if recognized by the presiding officer.*)

9. **MAYOR'S BUSINESS**

10. **CONSENT AGENDA** (*Roll Call*)

CA-1...Approve the accounts payable to be paid in the amount of \$\_\_\_\_\_

CA-2...Approve the Temporary Alcohol License applications (aka Picnic Licenses) for those listed in the attached Resolution for this item (CA-2).

CA-3...Approve the Operator's Licenses (to serve alcohol) for those listed in the attached Resolution for this item (CA-3).

11. **ORDINANCES ON 2<sup>ND</sup> READING**

SRO-1...Approve the PUD (Planned Unit Development) for Karla and Josh Reinhardt to convert property formerly D&S Dental Lab to a Family Day Care Center located at 1208 9<sup>th</sup> Street.

SRO-2...Approve creating Ordinance §7.09(20)(a)(1) relating to a parking restriction in the Municipal Parking Lot located on the southeast corner of 5<sup>th</sup> Avenue and Birch Street.

SRO-3...Approve revising Ordinance §7.02(2)(b)2 to provide for no parking any time on the north side of 9<sup>th</sup> Avenue between Oak Street and Birch Street.

SRO-4...Consider adopting an ordinance requiring gun shops to have a video surveillance system.

12. **NEW BUSINESS - RESOLUTIONS**

NBR-1...Approve gift of \$2,500,000 from an anonymous donor to the Baraboo Public Library, conditioned upon the name change of Library to the Carnegie-\_\_\_\_\_ Memorial Public Library.

NBR-2...Award a contract for taxi services to Abby Vans effective January 1, 2020 (Amended).

NBR-3...Approve extending Landfill Monitoring Contract with MSA Professional Services, Inc., for 2020 through 2022.

NBR-4...Authorize the Mayor and City Clerk to award and execute a contract for the position of City Administrator.

NBR-5...Authorize the Mayor and City Clerk to execute a Pre-Development Agreement with Three Amigos Property Management, LLC, for a proposed 64-unit luxury apartment complex at 325 Lynn Street.

13. **NEW BUSINESS – ORDINANCES**

NBO-1... Approve revising Ordinance §25.10(i)(4) pertaining to bond amounts for Animal at Large violations.

14. **COMMITTEE OF THE WHOLE**

- Discussion of Mayor's Budget Message
- Finance Director C. Haggard will present the City's current debt capacity
- Review the proposed 2020 Street Reconstruction Projects, to include Alleys, and Sidewalks (Big Sheet)
- Preliminary Budget Summary (Big Sheet)
- Update on additional revenue sources as previously directed by Council:
  - a. Special charge for street lighting
  - b. Vehicle Registration Fee
  - c. Premier Resort Tax

*(Attorney Note: Per §2.04(8), Baraboo Municipal Code, actions or votes taken during Committee of the Whole shall be deemed advisory only. Should an Alderperson want to take formal action on an item listed above and discussed during Committee of the Whole, it must occur outside of Committee of the Whole. Examples of possible actions include a motion to direct staff to prepare a resolution or ordinance, a motion to refer a matter to Committee for additional discussion, etc.)*

15. **ADMINISTRATOR AND COUNCIL COMMENTS** *(Comments are limited to recognition of residents and employees, memorials, and non-political community events unless prior notice of a comment is provided on this agenda.)*

16. **REPORTS, PETITIONS, AND CORRESPONDENCE** - The City acknowledges receipt and distribution of the following:

- **Reports:** September, 2019 – Building Inspection, Airport
- **Minutes from the Following Meetings:**

**Copies of these meeting minutes are included in your packet:**

Finance/Personnel	9-24-19	Ambulance Special	7-24-19
BID Promotions	9-17-19	BEDC	9-5-19
BID Board	9-18-19	Plan Comm.	9-17-19

**Copies of these meeting minutes are on file in the Clerk's office:**

CDA	9-3-19	CDA Loan Review	9-20-19
Park & Recreation	8-12-19, 9-9-19	Library Board	9-17-19

- **Petitions and Correspondence Being Referred:** None

17. **ADJOURNMENT** (*Voice Vote*)

Brenda Zeman, City Clerk

*For more information about the City of Baraboo, visit our website at [www.cityofbaraboo.com](http://www.cityofbaraboo.com)***October 2019**

<b>Sunday</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>
<b>29</b>	<b>30</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
		<b>CDA</b>		<b>BEDC</b>		
<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>
	<b>Administrative</b>	<b>Finance Council</b>				
<b>13</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>17</b>	<b>18</b>	<b>19</b>
	<b>Park &amp; Recreation</b>	<b>Plan Library</b>	<b>BID</b>	<b>UW Campus</b>		
<b>20</b>	<b>21</b>	<b>22</b>	<b>23</b>	<b>24</b>	<b>25</b>	<b>26</b>
	<b>SCDC PFC</b>	<b>Finance Council</b>		<b>Emergency Mgt.</b>		
<b>27</b>	<b>28</b>	<b>29</b>	<b>30</b>	<b>31</b>	<b>1</b>	<b>2</b>
	<b>Public Safety</b>		<b>Ambulance</b>	<b>Halloween Public Arts</b>		

Data provided 'as is'  
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**PLEASE TAKE NOTICE** - Any person who has a qualifying disability as defined by the Americans with Disabilities Act who requires the meeting or materials at the meeting to be in an accessible location or format should contact the City Clerk at 101 South Blvd., Baraboo, WI or phone (608) 355-2700 during regular business hours at least 48 hours before the meeting so reasonable arrangements can be made to accommodate each request.

Agenda jointly prepared by D. Munz and B. Zeman

Agenda posted on 10/04/2019

**Council Chambers, Municipal Building, Baraboo, Wisconsin  
Saturday, September 21, 2019 – 8:00 a.m.**

Mayor Palm called the special meeting of Council to order.

Roll call was taken.

Council Members Present: Wedekind, Kolb, Plautz, Sloan, Petty, Ellington, Kierzek, Thurow

Council Members Absent: Alt

Others Present: Clerk Zeman, Atty. Truman, Lee Szymborski (GovHR)

Moved by Wedekind, seconded by Kolb and carried to approve the agenda.

**Compliance with the Open Meeting Law was noted.**

**CLOSED SESSION**

Moved by Sloan, seconded by Kolb to go into Closed Session as per §19.85 (1)(e), Wis. Stat., for deliberating or negotiating the purchasing or public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reason require a closed session (GovHR will present to Council the candidates for the City Administrator position, a contracted position with the City of Baraboo, and Council will conduct interviews of said candidates; the Council will also deliberate the terms of the contracted position.)

Ald. Ellington arrived at 8:10am.

Council Members Present: Wedekind, Kolb, Plautz, Sloan, Petty, Ellington, Kierzek, Thurow

Council Members Absent: Alt

Others Present: Mayor Palm, Clerk Zeman, Atty. Truman, Lee Szymborski (GovHR), Adm. Geick

**OPEN SESSION**

Moved by Wedekind, seconded by Kolb and carried on a unanimous roll call vote to return to Open Session as per WI Stats 19.85(2) to address any business that may be the result of deliberations made in Closed Session.

**ADJOURNMENT**

Moved by Wedekind, seconded by Kolb, and carried on voice vote, that the meeting adjourn at 4:10pm.

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Brenda Zeman, City Clerk



**Council Chambers, Municipal Building, Baraboo, Wisconsin  
Tuesday, September 24, 2019 – 7:00 p.m.**

Mayor Palm called the regular meeting of Council to order.

Roll call was taken.

Council Members Present: Wedekind, Kolb, Sloan, Petty, Ellington, Alt, Kierzek, Thurow

Council Members Absent: Plautz

Others Present: Chief Schauf, Clerk Zeman, Adm. Geick, Atty. Truman, M. Hardy, C. Haggard, T. Pinion, members of the press and others.

The Pledge of Allegiance was given.

Moved by Wedekind, seconded by Ellington and carried to approve the minutes of September 10, 2019.

Mayor Palm noted that the agenda is amended to include "Mayor's Business" before the Consent Agenda. Moved by Ellington, seconded by Petty and carried to approve the agenda as amended.

**Compliance with the Open Meeting Law was noted.**

**PRESENTATIONS** *(None Scheduled)*

**PUBLIC HEARINGS**

The Mayor announced that this is the published date and time to hear public comment concerning: Approval of PUD (Planned Unit Development) for Karla and Josh Reinhardt to convert property formerly D&S Dental Lab to a Family Day Care Center located at 1208 9<sup>th</sup> Street.

No one spoke and the Mayor closed the Public Hearing.

**PUBLIC INVITED TO SPEAK** – No one spoke.

**MAYOR'S BUSINESS**

The Mayor presented Police Chief Schauf with recognition for Employer Support of the National Guard & Reserve.

**CONSENT AGENDA**

**Resolution No. 19-89**

THAT the Accounts Payable, in the amount of \$381,670.54 as recommended for payment by the Finance/Personnel Committee, be allowed and ordered paid.

**Resolution No. 19-90**

THAT the City Clerk be authorized to issue the following Picnic Licenses:

- St. Joseph Catholic Parish, 10/11/2019 & 11/08/2019

Moved by Kolb, seconded by Wedekind and carried that the Consent Agenda be approved-8 ayes.

**NEW BUSINESS - RESOLUTIONS**

**Resolution No. 19-91**

THAT the South Central Cyclones Hockey Association lease for use of the Pierce Park

Pavilion be approved for the 6-month term of October 15, 2019-April 14, 2020.

Moved by Sloan, seconded by Petty and carried that **Resolution No. 19-91** be approved-8 ayes.

**Resolution No. 19-92**

THAT the 2020 Park and Recreation Seasonal Wage Rates be approved as presented for consideration by the Parks and Recreation Commission.

Moved by Sloan, seconded by Petty and carried that **Resolution No. 19-92** be approved-8 ayes.

**Resolution No. 19-93**

THAT Pierce Park field #5 be named "Don Pierce Field" in recognition of a \$25,000 donation made by the Pierce family to the Baraboo Thunder Softball Club to be used for expenses in developing the softball field.

Moved by Wedekind, seconded by Ellington and carried that **Resolution No. 19-93** be approved-8 ayes.

**Resolution No. 19-94**

That the City of Baraboo award the Shared Ride Taxi Service contract, once received and approved to form by the City Attorney, to Abby Vans, Inc. The hourly service rates are as follows:

Year 2020: \$29.44 (Base Period 1 of 2)  
Year 2021: \$29.44 (Base Period 2 of 2)  
Year 2022: \$29.73 (Option Year 1)  
Year 2023: \$30.03 (Option Year 2)  
Year 2024: \$30.33 (Option Year 3)

That the taxi vehicles owned by the City of Baraboo be leased to Abby Vans, Inc. for the term of the contract.

Moved by Petty, seconded by Sloan and carried that **Resolution No. 19-94** be approved-8 ayes.

**Resolution No. 19-95**

A Resolution approving a contract with Waste Management of Wisconsin, Inc., for disposal of residential refuse and recyclables.

**Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:**

The Mayor and the City Clerk are authorized to enter into a 5-year Industrial Waste Disposal Services Agreement with Waste Management of Wisconsin, Inc., for the transport and disposal of residential refuse and recyclables based upon the attached Agreement.

Moved by Wedekind to approve the contract not to exceed \$120 per ton for recycling, seconded by Sloan and carried that **Resolution No. 19-95** be approved-8 ayes.

**Resolution No. 19-96**

**WHEREAS**, the Parchems, residing on the property on the south side of Canepa Street, recently purchased the vacant 6.12-acre parcel at the west end Canepa Street, and hope to subdivide that property and create as many as six buildable lots on that vacant land; and

**WHEREAS**, the Parchems have petitioned the City to pay for and install the improvements<sup>6</sup>

on the currently unimproved Canepa Street right-of-way for the purpose of creating a subdivision on the vacant land at the end of Canepa Street, and

**NOW, THEREFORE, BE IT RESOLVED** that the Common Council hereby approves the petition of Jaren and Rhonda Parchem and directs staff to take action on the following steps:

- City Engineering would develop the plans and corresponding cost estimates and follow the statutory procedure for levying special assessments, which includes a requisite public hearing.
- The cost to the City would be *approximately* \$160,000 and will need to be budgeted for by the City accordingly. The City would then recoup its costs as a Special Assessment levied to the benefiting property owners.

Moved by Wedekind, seconded by Ellington and carried that **Resolution No. 19-96** be approved-8 ayes.

#### **NEW BUSINESS - ORDINANCES**

Moved by Sloan, seconded by Petty and carried unanimously to approve the 1<sup>st</sup> reading of **Ordinance No. 2530** approving the PUD (Planned Unit development) for 1208 9<sup>th</sup> Street.

1. Section 17.18(4)(d), Code of Ordinances, is amended as follows:

#### **17.18 ESTABLISHMENT OF DISTRICTS AND INCORPORATION OF ZONING DISTRICT MAP**

- (4) DISTRICT BOUNDARIES AND MAP AMENDMENTS.

(d) Planned Unit Developments. The following Planned Unit Development is approved and incorporated into the zoning map: 2019-02.

2. The attached General Development Plan/Specific Implementation Plan is approved as Planned Unit Development 2019-02.
3. This Ordinance shall take effect upon passage and publication as provided by law and have an effective date commensurate with the sale of said property.

Moved by Sloan, seconded by Petty and carried unanimously to approve the 1<sup>st</sup> reading of **Ordinance No. 2531** creating creating §7.09(20)(a)(1) relating to a parking restriction in the Municipal Parking Lot located on the southeast corner of 5<sup>th</sup> Avenue and Birch Street.

THE COMMON COUNCIL OF THE CITY OF BARABOO, WISCONSIN, DO ORDAIN AS FOLLOWS:

1. Section 7.09(20) is hereby revised as follows:

#### **7.09 Parking Restrictions**

- (20) CITY PARKING LOT REGULATIONS. Except by permits issued by the City, and except for reserved parking spaces for public officials and agencies, and except as specifically

otherwise provided

in this Code, no person shall park, stop or leave standing any vehicle, whether attended or unattended, for a continuous period longer than the period hereinafter specified in one place in or upon the following City public parking lots: (1840 11/28/95, 1845 12/12/95, 1928 01/13/98)

(a) Two Hours.

~~The City parking lot located at the southeast corner of the intersection of 5<sup>th</sup> Avenue and Birch Street (behind the Public Library).~~ 21. The City parking lot located on the south side of 4<sup>th</sup> Street between Oak Street and Ash Street Ash Street.

(b) Four Hours.

1. The City parking lot located at the southeast corner of the intersection of 5<sup>th</sup> Avenue and Birch Street (behind the Public Library).

(bc) 24 Hours.

1. All City parking lots not identified under sub. (a) above, except that no person shall park, stop, or leave standing any vehicle, whether attended or unattended between the hours of 2 a.m. and 6 a.m. in any of the parking lots within the following City parks: (2048 02/21/2001)

Attridge Park  
Upper Ochsner Lot  
Campbell Park Auxiliary Lot (tennis courts)  
Northeast Park Lot  
Campbell Park Main Lot (pool)  
Pierce Park Lot  
Lower Ochsner Lot  
Mary Rountree Lot

2. This Ordinance shall take effect upon passage and publication as provided by law.

Moved by Kolb, seconded by Sloan and carried unanimously to approve the 1<sup>st</sup> reading of **Ordinance No. 2532** revising the City of Baraboo Code of Ordinances §7.02 (2)(b)2 to provide for:

- a. No Parking Any Time on the north side of 9<sup>th</sup> Avenue between Oak Street and Birch Street.

THE COMMON COUNCIL OF THE CITY OF BARABOO, WISCONSIN, DO ORDAIN AS FOLLOWS:

1. The City of Baraboo Code of Ordinances § 7.02(2)(b)2, the Official Traffic Map, is revised to provide for:
- a. No Parking Any Time on the north side of 9<sup>th</sup> Avenue between Oak Street and Birch Street.

2. This Ordinance shall take effect upon passage and publication as provided by law.

Moved by Wedekind, seconded by Kolb and carried unanimously to approve the 1<sup>st</sup> reading of **Ordinance No. 2533** creating an ordinance requiring gun shops to have a video surveillance system.

THE COMMON COUNCIL OF THE CITY OF BARABOO, WISCONSIN, DO ORDAIN AS FOLLOWS:

1. That Section 9.31 of the Municipal Code of the City of Baraboo is hereby created to read as follows:

9.31 GUN SHOP SURVEILLANCE SYSTEM REQUIREMENT.

1. Purpose. The Common Council recognizes the limitations placed on municipalities regarding the regulation of the sale of firearms, while also recognizing these limitations do not preclude a municipality from having a requirement that gun stores, as defined in this section, have and maintain a viable video surveillance system. The Common Council further finds that there are many benefits to requiring gun shops having a viable video surveillance system including, but not limited to, enhancing the safety of its citizenry by deterring crime and assisting with police investigations.
2. Definitions. As used in this section, the following words and phrases shall have the following meanings:
  - a. "Firearm" has the meaning assigned to it by §167.31(1)(c), Wis. Stat.
  - b. "Gun shop" or "shop" means a person, firm, corporation, or other legal entity that engages in the retail or wholesale business of selling, leasing, or otherwise transferring firearms and/or the retail business of repairing, manufacturing or modifying firearms.
  - c. "Person" has the meaning assigned to it by §25.01(3), City Code.
3. Surveillance System Required.
  - a. A person who owns or operates a gun shop with one or more permanent physical locations within the City of Baraboo and which is open to the public shall equip said location(s) with a video surveillance system sufficient to monitor the critical areas of the location(s) including, but not limited to, all places where firearms are stored, handled, sold, transferred, or carried.
  - b. The video surveillance system shall operate without interruption whenever the location(s) are open to the public. Whenever the locations(s) are not open to the public, the system shall be triggered by a motion detector and begin recording immediately upon detection of any motion within the monitored area.
  - c. The stored images shall be maintained by the gun shop for a period of not less than 90 days from the date of recording.
4. Effective Date. The requirements of this ordinance shall go into effect 60 calendar days from the date of passage by the Common Council.

**ADMINISTRATOR AND COUNCIL COMMENTS** - None.

**REPORTS, PETITIONS, AND CORRESPONDENCE**

The City officially acknowledges receipt and distribution of the following:

- **Reports**: August, 2019 – Treasurer & Building Inspection



• **Minutes from the Following Meetings:**

**Finance/Personnel Committee – Dennis Thurow Committee Room, #205**

**September 10, 2019**

**Members Present:** Petty, Thurow, Sloan

**Absent:**

**Others Present:** Mayor Palm, Adm. Geick, E. Truman, B. Zeman, C. Haggard, K. Stieve, J. Bergin, T. Pinion, M. Hardy, Ald. Ellington, Pat Cannon, MSA, Rob Nelson, Lacey Steffes, Doug Mering, Rebekah Stelling, Kilton Holmes, Beth Persche

**Call to Order** –Ald. Petty called the meeting to order at 6:00 p.m. noting compliance with the Open Meeting Law. Moved by Sloan, seconded by Thurow to approve the minutes of August 27, 2019 and carried unanimously. Moved by Sloan, seconded by Thurow to approve the agenda. Motion carried unanimously.

**Action Items**

- a) **Accounts Payable** – Moved by Sloan seconded by Thurow to recommend to Council for approval of the accounts payable for \$991,197.64. Motion carried unanimously.
- b) **MSA Professional Services & CR Architecture + Design for the Fire & EMS Building project for the purpose of (i) Site Selection and (ii) Preliminary Design, with a contract price not to exceed \$725,000, not inclusive of reimbursables** Adm. Geick explained that this is the preliminary steps to the site study and other work on this project. T. Pinion confirmed that this agreement can be terminated at any time by either party. Ald. Sloan questioned if the agreement with MSA was unanimous among the selection committee. Adm. Geick noted that the decision was not unanimous at the beginning but this was certainly the committee's recommendation. He also explained that the committee considered not only the experience of the firms, but the work they have generally one within this area as well as other communities. Moved by Sloan, seconded by Thurow to recommend to Council. Motion carried unanimously.
- c) **Approve 2020 Parks, Recreation & Forestry Department fee schedules** M. Hardy presented the 2020 fee schedule. He noted that they do look at increasing Civic Center rent fees by the inflation index; therefore, the rent does include an increase of 1.5%. Moved by Sloan, seconded by Thurow to recommend to Council. Motion carried unanimously.
- d) **Approve the 80% Rent Discount for Boys & Girls Club 2020 Civic Center Lease** M. Hardy noted that the Parks Commission has recommended to continue with the reduction in rent for the Boys & Girls Club. Moved by Sloan, seconded by Thurow to recommend to Council. Motion carried unanimously.
- e) **Approve the 80% Rent Discount for Senior Center 2020 Civic Center Lease** M. Hardy noted that the Parks Commission has also recommended continuing with the reduction in rent for the Senior Center. Moved by Sloan, seconded by Thurow to recommend to Council. Motion carried unanimously.
- f) **Approve Resolution providing for the sale of approximately \$1,255,000 taxable obligation refunding bonds** C. Haggard noted that this was presented by Dawn Gunderson at a prior Finance meeting and the savings. Moved by Sloan, seconded by Thurow to recommend to Council. Motion carried unanimously.
- g) **Approve the purchase of a 2015 Chevy Equinox squad car for \$15,000 and \$2,000 for police vehicle equipment** It was noted that the police department recently sold a truck to the fire department; the funds from the sale of that vehicle will be used to purchase this vehicle. Moved by Sloan, seconded by Thurow to recommend to Council. Motion carried unanimously.
- h) **Approve the purchase of a replacement taxi vehicle** C. Haggard explained that because the taxi service has requested a larger passenger van, which is a vehicle that is not included in the State's contract, we were required to go out for bids. Moved by Sloan, seconded by Thurow to recommend to Council. Motion carried unanimously.

**Informational Items**

- Finance Director C. Haggard presented a financial analysis of future debt
- City Attorney's report on insurance claims – None.
- Review & Discussion of RFP's for Agenda & Minutes Management Software – Att. Truman will schedule presentations for the 3 lowest bids received.

**Adjournment** – Moved by Sloan, seconded by Thurow and carried to adjourn at 6:44pm.

**Administrative Committee**

**September 5, 2019**

**Present:** Alderpersons John Alt, John Ellington and Heather Kierzek

**Absent:** None

**Also Present:** Mayor, Mike Palm; City Administrator, Ed Geick; City Attorney, Emily Truman, Finance Director, Cynthia Haggard and City Clerk, Brenda Zeman.

**Citizen Present:** None

The meeting was called to order by Chairman John Alt at 8:00AM CDT., with roll call and noting compliance with the Open Meetings Law.

Moved by Ellington to approve the minutes of August 19, 2019, seconded by Kierzek and unanimously carried.

Motion by Ellington to approve amended agenda, seconded by Kierzek and unanimously carried.

Review and recommendation to the Council - Liquor Licenses.

Motion to recommend to approve and move on to Council the Bella Vita Café, LLC liquor license by Ellington, seconded by Kierzek and unanimously carried.

Motion to recommend to deny and move on to Council the Red Shed Garden & Gifts Liquor license by Kierzek, seconded by Ellington and unanimously carried.

Motion to recommend to approve and move on to Council the St. Joseph Catholic Parish, Fish Fry, 10-11-2019 and St. Joseph Catholic Parish, Fish Fry, 11-08-2019 picnic licenses by Ellington, seconded by Kierzek and unanimously carried.

Consider Operator's Licenses

Motion to approve and move on to Council Autumn Moritz, Quindt's Towne Lounge; Chelsey Riley, Baraboo Burger Company and Paul Fuller, Barabrew operator licenses by Kierzek, seconded by Ellington and unanimously carried.

Motion to deny and move on to Council Michelle Glaser, Red Shed Garden & Gifts operator license by Ellington, seconded by Kierzek and unanimously carried.

Motion to approve and move on to Council William Moorman, Rogues & Ruffians Renaissance Faire, 10-12-2019 & 10-13-2019; John Bak, Rogues & Ruffians Renaissance Faire, 10-12-2019 & 10-13-2019; Ousia Whitaker-Devault, Rogues & Ruffians Renaissance Faire, 10-12-2019 & 10-13-2019 and Joseph Baird, Rogues & Ruffians Renaissance Faire, 10-13-2019 temporary operator licenses.

Member comments

The next meeting will be October 7, 2019 at 8:15AM CDT. Meeting location will be 101 South Boulevard. Moved by Ellington, seconded by Kierzek and unanimously carried.

Motion to adjourn by Kierzek, seconded by Ellington and unanimously carried. Meeting adjourned at 8:08AM CDT.

- **Copies of these meeting minutes are on file in the Clerk's office:**

Police & Fire Comm.	08-19-19, 08-23-19	CDA	08-27-19
Library Board	08-14-19, 08-20-19	Public Arts	08-22-19
UW Campus	08-15-19	Ambulance	07-24-19

- **Petitions & Correspondence Being Referred:** Letter from citizen regarding the Council Meeting of September 10, 2019.

**ADJOURNMENT**

Moved by Petty, seconded by Ellington, and carried on voice vote, that the meeting adjourn at 7:48pm.

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Brenda Zeman, City Clerk

RESOLUTION NO. 2019 -

Dated: October 8, 2019

The City of Baraboo, Wisconsin

<i>Background:</i>
<b>Fiscal Note: (Check one) [ ] Not Required [ ] Budgeted Expenditure [ ] Not Budgeted</b>
<i>Comments</i>

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

THAT the Accounts Payable, in the amount of \$ \_\_\_\_\_ as recommended for payment by the Finance/Personnel Committee, be allowed and ordered paid.

Offered By: Consent

Approved by Mayor: \_\_\_\_\_

Motion:

Second:

Certified by City Clerk: \_\_\_\_\_



## The City of Baraboo, Wisconsin

**Background:** In order to be in full compliance with State Law, the City recently amended Chapter 12, Intoxicating Liquor and Fermented Malt Beverages. Because of this change, the Administrative Committee is now required to review all Liquor License applications and make a recommendation to Council.

Liquor License applications are reviewed by the Police Department, the Fire Inspector, and Zoning.

All Liquor Licenses will expire June 30, 2020 with the exception of the Picnic License. A Picnic License, also known as a Temporary Beer and/or Wine License, is typically issued for a one or two day event.

The Liquor Licenses listed below were recommended to Council for approval at the October 7, 2019 Administrative Committee meeting.

**Fiscal Note: (check one)** ☒ **Not Required** ☐ **Budgeted Expenditure** ☐ **Not Budgeted**  
**Comments:**

**Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:**

THAT the City Clerk be authorized to issue the following Picnic Licenses:

- Downtown Baraboo, 11-22-2019
- Friends of the Baraboo Zoo, 10-10-2019

**Offered by:** Administrative Comm. **Approved by Mayor:** \_\_\_\_\_

**Motion:**

**Second:**

**Certified by Clerk:** \_\_\_\_\_

**The City of Baraboo, Wisconsin**

**Background:** In order to be in full compliance with State Law, the City recently amended Chapter 12, Intoxicating Liquor and Fermented Malt Beverages. Because of this change, the Administrative Committee is now required to review all Operator License applications and make a recommendation to Council.

The Police Department will complete a background check prior to the issuance of all Operators License.

An Operator License, also known as a “Bartender’s License”, is valid for no more than a 2-year period, expiring on June 30<sup>th</sup>. A Conditional Operators License is valid for a period of one year, expiring on June 30<sup>th</sup>. A Temporary Operators License is for an event and valid for no more than 14 days.

The Operator Licenses listed below were recommended to Council for approval at the October 7<sup>th</sup>, 2019 Administrative Committee meeting.

**Fiscal Note: (check one) ☒ Not Required ☐ Budgeted Expenditure ☐ Not Budgeted**  
**Comments:**

**Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:**

THAT the City Clerk be authorized to issue the following Operator’s Licenses:

- Kristin Calkins, Baraboo Burger Company (New)
- Heather Statz, Baraboo Burger Company (New)
- Brandy Storandt, Bumps Bar (New)
- Alyssa Lokken, Bumps Bar (New)
- Matthew Knapton, Baraboo Burger Company (New)
- Rhiannon Wilks, Thunderbird Lanes (New)
- James Greenwood, Al Ringling Theatre (New)
- Donna Zant, Casey’s (New)
- Megan Miller, Baraboo Burger Company (Renewal)
- Lnysey Ragenoski, Baraboo Burger Company (Renewal)
- Jami Olson, United Cooperative (Renewal)
- Emily Edge, Rogues & Ruffians Renaissance Faire (Temp)
- Richard Tullis, Rogues & Ruffians Renaissance Faire (Temp)
- Samantha Brunker, Wine Walk (Temp)
- Tiffany Opperman, Wine Walk (Temp)
- Elizabeth Hansen, Wine Walk (Temp)
- Amy Millie, Wine Walk (Temp)
- Karmen Lindner, Wine Walk (Temp)

**Offered by:** Administrative Comm. **Approved by Mayor:** \_\_\_\_\_

**Motion:**

**Second:**

**Certified by Clerk:** \_\_\_\_\_

**The City of Baraboo, Wisconsin**

**Background** Library Director Jessica Bergin was informed several weeks ago by Library Board member Forrest Hartmann that he, Mr. Hartmann, had been made aware of a donor who would like to donate to the Baraboo Public Library a gift in the amount of two million five hundred thousand dollars (\$2,500,000). Per Mr. Hartmann, the only conditions of the donation are:

1. That the Library Board and the Common Council both agree to the terms of the donation, and
2. That the name of the Baraboo Public Library be changed to "Carnegie-\_\_\_\_\_ Memorial Public Library," with the name that will be filled-in to be anonymous until condition one is met.

The proposal was presented at the September 17, 2019, Library Board of Trustee's regular Board meeting for potential action. At the meeting, Mr. Hartmann stated that the name that will fill-in the blank will be in memoriam of an individual with family ties to the City of Baraboo dating back over 100 years. After discussion, including Mr. Hartmann providing clarification that the above two conditions were the only conditions required by the donor, and that the donor would withdraw his/her donation if additional terms or conditions were placed on the acceptance of the donation, the Library Board voted 7-2 in favor of accepting the donation.

Because Mr. Hartmann has asserted that the donor has conditioned the donation to the Library upon the Common Council also approving the conditions associated with the gift, this Resolution is now before Council.

**Legal Authority and Discussion**

1. Authority to Accept Terms for Donation. The Library Board has adopted a Gift Policy, which includes how the Board is authorized to accept and use a donation. This Policy states, in part, that:
  - To the greatest extent possible, the Library shall follow the intentions of a donor regarding the use of donated funds and grants.
  - The Library welcomes monetary gifts for purchases of materials to honor, memorialize, recognize, or commemorate an individual or organization. Donors may designate their gift for a particular subject area.
  - Unconditional gifts to the Library may be accepted by the Library Director or her/his designee on behalf of the Library Board. Donors may designate their gift for an area of interest or an existing fund. Gifts made with other restrictions shall be accepted only with the approval of the Library Board.

Because the Gift Policy includes the requirement that gifts with conditions receive Board approval, since the Board has granted its approval in this case, the proposed renaming of the Library to the "Carnegie-\_\_\_\_\_ Memorial Public Library" is, on its face, lawful.

While it is common that gifts of such a large amount be accompanied by a formalized agreement between the donor and donee, Mr. Hartmann has represented that the donor opposes such an agreement. In this case, terms such as when the Library renaming would occur, whether the renaming would be in perpetuity, the steps the Library will need to take to ensure the visibility of the renaming, etc., would be standard. While not having an agreement poses a slight risk to the Library and the City, an agreement is not required in this instance. Although the City's Donation Policy requires that donations valued at over \$50,000 made to the City be accompanied by a written agreement, it includes an exception which states:

13.8 Library Donations. All donations to the library are governed by its Gift Policy adopted November 19, 2013, and as amended.

Because the donation will be made to the Library and not the City, the Library's Gift Policy takes precedent. The Library Board will be required to use the donation in accordance with its Policy and State law. See §43.58(7), Wis. Stat.

2. Authority to Rename Library. There are no laws or policies that govern how or what the Baraboo Public Library is to be named. The City's Public Memorial or Facility Naming and Advertising Policy is not applicable here as it only applies when donations are made to the City – in this case, the donation will be made to the Library. Additionally, although the building and lands on which the Library sit are owned by the City, the administration of the Library is under the sole purview of the Library Board. §43.54(1)(a), Wis. Stat. This arguably includes the right of the Library Board to rename the Library as it deems appropriate.
3. Council Action. The Council may agree to the terms of the donation, which per Mr. Hartmann will result in the donation being made to the Library prior to the end of this year, or decline to accept the terms of the donation which, per Mr. Hartmann, will result in no donation being made.

***Fiscal Note: (✓one) [ x ] Not Required [ ] Budgeted Expenditure [ ] Not Budgeted Comments:***

**WHEREAS**, the City has been informed of the desire of an anonymous donor to donate two million five hundred thousand dollars (\$2,500,000) to the Baraboo Public Library conditioned upon the following:

1. That the donor be kept anonymous until the Library Board and the City Council both agree to the terms of the donation, and
2. That the name of the Baraboo Public Library be changed to the “Carnegie-\_\_\_\_\_ Memorial Public Library;” and

**WHEREAS**, the Library Board of Trustees agreed to the terms of the donation at the September 17, 2019, regular Library Board meeting; and

**WHEREAS**, because the donation will be a gift to the Library, the Common Council does not require a formalized agreement between the City and the donor for the Library to accept the gift; and

**WHEREAS**, the Common Council gratefully and with appreciation gives its approval, acknowledging the limited legal implications associated therewith, of the Library's acceptance of the donation with the conditions so stated.

**NOW, THEREFORE, BE IT RESOLVED** that the Common Council hereby joins the Library Board of Trustees in agreeing to the terms associated with the Library's acceptance of a two million five hundred thousand dollar (\$2,500,000) donation that has been offered to the Library.

**Offered by:** Finance Committee  
**Motion:**  
**Second:**

**Approved:** \_\_\_\_\_  
**Attest:** \_\_\_\_\_

NBR-2

RESOLUTION NO. 2019-94 (Amended)

Dated: October 8, 2019

The City of Baraboo, Wisconsin

**Background**

The Shared Ride Taxi Service contract for the City of Baraboo will expire December 31, 2019. Following the Wisconsin Department of Transportation (WisDOT) guidelines, the City advertised for proposals requesting a 5-year term to begin January 1, 2020. Proposals were independently reviewed and scored by an Evaluation Committee made up of the following:

- Ed Geick, City Administrator
- Cynthia Haggard, City Finance Director
- Pat Cannon, Community Development Director
- Lori Laux, City Treasurer
- Jessie Atkinson, City Accountant/Assistant

The Evaluation Committee independently and collectively ranked the proposals agreeing that the preferred provider is Abby Vans, Inc. The Committee's work has been reviewed by the WisDOT who has since given the City permission to award the contract. The Technical Scores, Price Score, Total Score and Ranking are as follows:

Provider	Technical Score	Price Score	Total Score	Rank
Abby Vans, Inc.	326	30	356	1
Running, Inc.	327	24	351	2
F.D.S Enterprises, Inc.	241	18	259	3

Abby Vans, Inc. will be a new provider for the City, replacing Running, Inc. Abby Vans, Inc. plans to lease the City's taxi fleet. Abby Vans, Inc. currently has drivers who live in the area and will be utilizing other drivers in the area who are familiar with Baraboo.

The taxi program is funded by Federal & State grants along with local fares.

**Note:** (☒ one)      [☒ Not Required]      [☐ Budgeted Expenditure]      [☐ Not Budgeted]  
**Comments:**

**Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:**

That the City of Baraboo award the Shared Ride Taxi Service contract, once received and approved to form by the City Attorney, to Abby Vans, Inc. The hourly service rates are as follows:

Year 2020: \$~~29.44~~29.30 (Base Period 1 of 2)  
Year 2021: \$~~29.44~~29.30 (Base Period 2 of 2)  
Year 2022: \$~~29.73~~29.59 (Option Year 1)  
Year 2023: \$~~30.03~~29.89 (Option Year 2)  
Year 2024: \$~~30.33~~30.19 (Option Year 3)

That the taxi vehicles owned by the City of Baraboo be leased to Abby Vans, Inc. for the term of the contract.

**Offered by:** Finance Committee  
**Motion:**  
**Second:**

**Approved:** \_\_\_\_\_  
**Attest:** \_\_\_\_\_

**The City of Baraboo, Wisconsin**

**Background:** In 1952, the City purchased and then ran a landfill located on the northwest quadrant of the intersection of Crawford Street and CTH A. IN 1976, the City started to haul refuse to the Sauk County Landfill and the City's landfill was used sporadically in emergency situations. In 1983, the landfill operation license was not renewed and the long process of closing the landfill was commenced. Also in 1983, the first set of monitoring wells and gas probes were installed. The attached contract with MSA Professional Services is for the continued annual monitoring required by a consent order the City signed with the Wisconsin DNR. The contract is based on the consent order and consists of two parts; one for monitoring of the groundwater wells and a second for monitoring gas probes. Billing to the City is done on a per unit basis. The frequency and level of testing has been reduced to the minimum level and is not expected to decrease any further in the future. Monitoring of the wells and probes will continue indefinitely. MSA has been providing the monitoring services since 1977 and the attached contract will extend their services through 2022.

This matter was reviewed by the Public Safety Committee at their September 30<sup>th</sup> meeting and was unanimously recommended for approval.

**Fiscal Note:** (☐ one) [☐ Not Required] [☒ Budgeted Expenditure] [☐ Not Budgeted]  
**Comments:**

**Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:**

THAT the Mayor and City Clerk are hereby authorized to execute a time and expense Agreement with MSA Professional Services, Inc. for annual monitoring at the former City Landfill in the amount of \$16,230 per year for the next three years, 2020 through 2022.

**Offered by:** Public Safety

**Motion:**

**Second:**

**Approved:** \_\_\_\_\_

**Attest:** \_\_\_\_\_

The City of Baraboo, Wisconsin

**Background** The recruitment process for the next City Administrator, conducted on behalf of the City by GovHR, resulted in the Common Council conducting individual interviews of the top five candidates on Saturday, September 21, 2019. After the interviews, the Common Council requested the Mayor work in conjunction with GovHR to extend an offer of employment, to include the terms of employment, to Kennie Downing.

Ms. Downing has accepted these terms, which are enumerated in the attached Employment Agreement. The terms include, but are not limited to:

- Start date of December 2, 2019, unless earlier agreed to by Ms. Downing and the City,
- Annual Salary of \$110,000 plus standard City employee benefits,
- Reimbursement of moving expenses, to a maximum amount of \$10,000.

In order to finalize the Agreement, the Common Council must authorize the Mayor and City Clerk to execute the Agreement on behalf of the City.

**Fiscal Note:** (☒ one) [☐ Not Required] [☐ Budgeted Expenditure] [☐ Not Budgeted]  
**Comments:**

**NOW, THEREFORE, BE IT RESOLVED** that the Common Council hereby authorizes the Mayor and City Clerk to execute the attached City Administrator Position – Employment Agreement between the City of Baraboo and Kennie Downing upon the passage of this Resolution.

Offered by: Finance/Personnel Committee    Approved: \_\_\_\_\_

Motion:

Second:

Attest: \_\_\_\_\_



**CITY ADMINISTRATOR POSITION - EMPLOYMENT AGREEMENT**  
**between**  
**THE CITY OF BARABOO**  
**and**  
**KENNIE DOWNING**

**THIS EMPLOYMENT AGREEMENT** ("AGREEMENT") is made and entered into by and between the City of Baraboo ("CITY") a Wisconsin municipal corporation, and Kennie Downing ("EMPLOYEE"), an individual who has the education, training and experience in local government management and who, as a member of the International City/County Management Association ("ICMA"), is subject to the ICMA Code of Ethics, both of whom agree as follows:

**Section I: Term**

- 1.01 This Agreement shall become effective on the date of full execution by both the City and the Employee ("EFFECTIVE DATE"). The Employee's period of employment shall commence on December 2, 2019 ("COMMENCEMENT DATE") unless sooner agreed to by mutual written agreement, and shall remain in full force and effect until terminated by the City or Employee as provided for in Section 9, 10 or 11 of this Agreement.

**Section II: Duties and Authority**

- 2.01 The City agrees to employ the Employee as City Administrator, to serve at the pleasure of the City of Baraboo Common Council ("COUNCIL") as an "at-will" employee, and to perform the functions and duties specified in the City of Baraboo Municipal Code of Ordinances ("CITY CODE") and the City Administrator Position Description, as may be amended from time to time by the Council, and to perform other legally permissible and proper duties and functions without interference.
- 2.02 The Employee shall faithfully perform the duties of City Administrator and shall comply with all lawful Council directives, state and federal law, City policies, rules and ordinances as they exist or may hereafter be enacted or amended, including the City of Baraboo Employee Personnel Policy and Procedure Handbook ("EMPLOYEE HANDBOOK"), as may be amended from time to time by the Council,, and the Employee hereby acknowledges receiving a copy of the Employee Handbook.
- 2.03 The Employee shall perform the duties of City Administrator with reasonable care, diligence, skill and expertise.
- 2.04 All duties assigned to the Employee by the Council shall be appropriate to and consistent with the professional role and responsibility of the Employee.
- 2.05 The Employee cannot be reassigned from the position of City Administrator to another position without the Employee's express written consent.
- 2.06 The Employee or designee shall attend, and shall be permitted to attend, all meetings of the Council, both public and closed, with the exception of those closed meetings devoted to the subject of this Agreement, or any amendment thereto, or the Employee's evaluation or otherwise consistent with state law.

- 2.07 The Council, individually and collectively, shall refer in a timely manner all substantive criticisms, complaints and suggestions called to their attention to the Employee for study and/or appropriate action.

### **Section III: Compensation**

- 3.01 The City agrees to pay Employee an annual base salary of \$110,000 starting on the Commencement Date and payable in installments at the same time that the other management employees of the City are paid.
- 3.02 This Agreement shall be automatically amended to reflect any salary adjustments that are provided or required by the City's compensation policies to include all salary adjustments on the same basis as applied to the executive classification of employees.
- 3.03 The City agrees to increase the compensation of the Employee dependent upon the results of the performance evaluation conducted under the provisions of Section 11 of this Agreement, in addition to providing a fixed annual increase in the Employee's salary which shall correspond, at minimum, to the same increased compensation received by all other full-time management employees of the City.
- 3.04 At any time during the term of the Agreement, the City may, in its discretion, review and adjust the salary of the Employee, but in no event shall the Employee be paid less than the salary set forth in Section 3.01 of the Agreement except by mutual written agreement between Employee and the City. Such adjustments, if any, shall be made pursuant to a lawful Council action. In such event, the City and the Employee agree to provide their best efforts and reasonable cooperation to execute a new agreement incorporating the adjusted salary.
- 3.05 The Employee shall not be entitled to overtime or compensatory pay.

### **Section IV: Health, Disability and Life Insurance Benefits**

- 4.01 The Employee shall be entitled to the health, life insurance, accidental death coverage and long-term/short-term disability benefits under the same terms as provided to all other full-time management employees of the City.

### **Section V: Vacation, Sick, Funeral, Military and Holiday Time**

- 5.01 On the Commencement Date, the Employee shall be credited with 40 accrued sick leave hours and 160 accrued vacation leave hours. In addition, beginning on the Commencement Date, the Employee shall accrue sick leave and vacation leave on an annual basis, at the highest rate provided or available to any other full-time management employees of the City, under the same rules and provisions applicable to said employees.
- 5.02 The Employee is entitled to accrue all unused sick and vacation leave, without limit, and in the event the Employee's employment is terminated, either voluntarily or involuntarily, the Employee shall be compensated for all accrued sick and vacation leave pursuant to the same terms as provided to full-time management employees of the City.
- 5.03 The Employee shall be entitled to the same paid Holiday days, funeral leave and military leave as all other full-time management employees of the City, including paid floating Holiday days, as may be applicable.

#### **Section VI: Automobile**

- 6.01 Because the Employee's duties occasionally require the use of an automobile, the City will either make a car available to the Employee to use for City business or the City agrees to reimburse the Employee when she uses her personal vehicle for City business.
- 6.02 The City shall reimburse the Employee at the IRS standard mileage rate for any business use of her personal vehicle.

#### **Section VII: Retirement**

- 7.01 The City agrees to enroll the Employee into the applicable retirement system for full-time management employees of the City and to make all the legally required contributions on the Employee's behalf.
- 7.02 In addition to the City's payment to the retirement system referenced above, the City agrees to execute and keep in force all necessary agreements provided by ICMA Retirement Corporation or any other Section 457 deferred compensation plan for Employee's participation in said supplementary retirement plan.

#### **Section VIII: General Business Expenses**

- 8.01 The City agrees to budget and pay for professional dues to the ICMA and the Wisconsin City/County Management Association, and subscriptions necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, advancement and for the good of the City.
- 8.02 The City agrees to budget and pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for the City, including but not limited to the ICMA Annual Conference, the Wisconsin League of Municipalities, and such other national, regional, state, and local governmental groups and committees in which Employee serves as a member, subject to reasonable accommodation in the City's budget.
- 8.03 The City agrees to budget and pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the City, subject to reasonable accommodation in the City's budget.
- 8.04 The City recognizes that certain expenses of a non-personal but job related nature are incurred by Employee, and agrees to reimburse or to pay said general expenses pursuant to the Employee Handbook.
- 8.05 The City acknowledges the value of having the Employee participate and be directly involved in local civic clubs or organizations. Accordingly, the City shall pay for the reasonable membership fees and/or dues to enable the Employee to become an active member in one local civic club or organization, subject to the approval of the Council.
- 8.06 Recognizing the importance of constant communication and maximum productivity, the City shall provide the Employee for business use a laptop computer, software, mobile phone and/or tablet computer required for the Employee to perform her duties and to maintain communication with City staff and officials as well as other individuals who are doing business with the City. Upon termination of Employee's

employment, all equipment provided by the City to the employee must be returned to the City. All use of City owned devices shall be governed by the Employee Handbook and any other applicable policies and procedures adopted by the City.

#### **Section IX: Termination**

- 9.01 The Employee's employment with the City may be terminated at any time and for any reason or no reason, with or without cause, and at the will or pleasure of the Employee or the Council. For the purpose of this Agreement, termination shall occur when:
- 9.01.1 A 2/3 vote of the Council will be required to terminate the Employee, with or without cause, in accordance with a properly posted and duly authorized public meeting.
  - 9.01.2 If the City or State legislature acts to amend any provisions of the City ordinance pertaining to the role, powers, duties, authority, responsibilities of the Employee's position that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute termination.
  - 9.01.3 If the City reduces the base salary, compensation or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this Agreement and will be regarded as a termination.
  - 9.01.4 If the Employee resigns following an offer to accept resignation, whether formal or informal, by a representative of the majority of the Council, then the Employee may declare a termination as of the date of the suggestion.
- 9.02 In the event that the Employee voluntarily resigns her position with the City, the Employee shall provide a minimum of 60 calendar days' notice to the City unless the City and Employee agree otherwise.

#### **Section X: Severance**

- 10.01 Severance shall be paid to the Employee if the Employee is terminated by the City without cause, in which case the Employee is entitled to one month of severance pay times the numbers of full years of service to the City of Baraboo, with an amount not to exceed six months of severance. The amount of pay shall be equal to the Employee's salary at her then current rate of pay. This severance shall be paid in a lump sum.
- 10.02 Severance shall not be paid if the Employee is terminated by the City for cause, including, but not limited to, malfeasance, misappropriation of pay, insubordination, breach of contract, code of ethics violation, etc.

#### **Section XI: Performance Evaluation**

- 11.01 The Council shall annually review the performance of the Employee in December, subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the City and the Employee.
- 11.02 The annual evaluation process, at a minimum, shall include the opportunity for both parties to:
- 11.02.1 Conduct a formulary session where the Council and the Employee meet first to discuss goals and objectives of both the past twelve (12) month performance period as well as the upcoming twelve (12) month performance period,

- 11.02.2 Following that formulary discussion, prepare a written evaluation of goals and objectives for the past and upcoming year,
- 11.02.3 Discuss the written evaluation of these goals and objectives, and
- 11.02.4 Present a written summary of the evaluation results to the Employee, with said summary to be provided no later than 30 calendar days after the evaluation date.
- 11.03 Unless the Employee expressly requests otherwise in writing, the evaluation of the Employee shall at all times be conducted in closed session of the Council and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the City or Employee from sharing the content of the Employee's evaluation with their respective legal counsel.
- 11.04 In the event the City deems the evaluation instrument, format and/or procedure is to be modified by the City and such modifications would require new or different performance expectations, then the Employee shall be provided a reasonable period to demonstrate such expected performance before being evaluated.

#### **Section XII: Hours of Work**

- 12.01 In addition to keeping normal City Hall business hours, the Employee is expected to spend additional time to accomplish the duties of the position. To this end, the Employee will be allowed reasonable flexibility to establish her own work schedule that may periodically make-up for evening hours; however, a regular presence at City Hall is expected.

#### **Section XIII: Ethical Commitments**

- 13.01 The Employee will at all times uphold the tenets of the ICMA Code of Ethics, the City's Code of Ethics, and all relevant and applicable State codes of ethics. This shall include, but not be limited to, a prohibition of the Employee endorsing candidates, making financial contributions, signing or circulating petitions, or participating in fund raising activities for individuals seeking or holding elected office, nor seeking or accepting any personal enrichment or profit derived from confidential information or misuse of public time.
- 13.02 The City shall support Employee in adhering to all applicable code of ethics by refraining from any order, direction or request that would require Employee to violate the applicable code. Specifically, neither the Council nor any individual member thereof shall request Employee to endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fundraising activity for individuals seeking or holding elected office, nor to handle any matter of personnel on a basis other than fairness, impartiality and merit.

#### **Section XIV: Outside Activities**

- 14.01 The Employee agrees to devote her time, energy and attention of the business of the City. She shall hold no other employment, either directly or indirectly, or invest with any firm, corporation or legal entity in violation of any applicable code of ethics.

#### **Section XV: Moving and Relocation Expenses**

- 15.01 The City acknowledges the Employee's need to relocate from her residence in MacClenny, Florida to Baraboo, WI. In the ideal, the Council prefers the Employee to purchase a home within the corporate limits of the City, but acknowledges residency is not required. With preference for residency in mind, the City offers the following options, with the Employee being entitled to no more than one:
- 15.01.1 The City agrees to reimburse the Employee up to \$10,000 for reasonable relocation expenses from her home in Florida to a home purchased within the corporate limits of the City of Baraboo within two years from the Commencement Date. Reimbursement requests from the Employee under this provision will be covered within the first two years of employment.
- 15.01.2 The City agrees to reimburse the Employee up to \$6,000 for reasonable relocation expenses from her home in Florida to a rental home or apartment located within the corporate limits of the City of Baraboo. Reimbursement requests from the Employee under this provision will be covered within the first year of employment.
- 15.01.3 The City agrees to reimburse the Employee up to \$5,000 for relocation expenses from her home in Florida to a purchased or rented home or apartment located outside the corporate limits of the City of Baraboo. This is a one-time relocation payment within the first year of employment.
- 15.02 If the Employee chooses to live outside of the City of Baraboo, it must be within a 15-mile radius of the corporate limits of the City.
- 15.03 Copies of moving expenses will be required for reimbursement, except in the instance of Section 15.01.3.
- 15.04 Moving expenses include packing, moving-crew labor and van-line transportation.
- 15.05 In addition to the moving expense options outlined above, the City agrees to reimburse the Employee the cost of one (1) coach round-trip airline ticket and three (3) reasonably-priced overnight accommodations for the purposes of securing housing within the first 60 calendar days of executing this Agreement.
- 15.06 If the Employee resigns or is terminated for cause within the first two years of her employment, she will be responsible to reimburse the City 50% of the moving expenses paid by the City.

#### **Section XVI: Indemnification**

- 16.01 Beyond that required under Federal, State or Local Law, the City shall defend, hold harmless and indemnify the Employee against any obligation to pay money or perform or not perform action, including without limitation, any and all losses, damages, judgments, interests, settlements, penalties, fines, court costs and other reasonable costs and expenses of legal proceedings including reasonable attorney's fees, and any other liabilities arising from, related to, or connected with any tort, professional liability claim or demand or any other threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitral or investigation, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Administrator or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. The Employee may request and the City shall not unreasonably refuse to provide independent legal representation at the City's expense and the City may not unreasonably withhold approval. Legal representation, provided

by the City for Employee, shall extend until a final determination of the legal action including any appeals brought by either party.

- 16.02 The City shall indemnify Employee against any and all losses, damages, judgments, interest, settlements, penalties, fines, court costs and other reasonable costs and expenses of legal proceedings including reasonable attorneys fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his or her duties. Any settlement of any claim must be made with prior approval of the City in order for indemnification, as provided in this Section, to be available. Employee recognizes that the City shall have the right to compromise and unless the Employee is a party to the suit which Employee shall have a veto authority over the settlement, settle any claim or suit; unless, said compromise or settlement is of a personal nature to Employee. Further, the City agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the City is a party, witness or advisor to the City. Such expense payments shall continue beyond Employee's service to the City as long as litigation is pending. Further, the City agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor or consultant to the City regarding pending litigation.

#### **Section XVII: Bonding**

- 17.01 The City shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

#### **Section XIII: Other Terms and Conditions of Employment**

- 18.01 The City, upon agreement with the Employee, shall fix any such other terms and conditions of employment as it may determine from time to time relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, City Code, or any other law.

#### **Section XIX: Notices**

- 19.01 Notice pursuant to this Agreement shall be given by personal service or by depositing in the custody of the USPS postage prepaid, and addressed as follows:

If to the City: Mayor, City of Baraboo  
101 South Blvd.  
Baraboo, WI 53913

With Copies to: City Attorney, City of Baraboo  
101 South Blvd.  
Baraboo, WI 53913

If to the Employee: Kennie Downing  
6179 Daylilly Road  
MacLenny, FL 32063

- 19.02 Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the USPS.

#### Section XX: General Provisions

- 20.01 Integration. This Agreement sets forth and establishes the entire understanding between the City and the Employee relating to the employment of the Employee by the City. Any prior discussions or representations by or between the City and Employee are merged into and rendered null and void by this Agreement.
- 20.02 Amendments. The City and Employee by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.
- 20.03 Binding Effect. This Agreement shall be binding on the City and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.
- 20.04 Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if both have executed by both the City and the Employee subsequent to the expungement or judicial modification of the invalid provision.
- 20.05 Precedence. In the event of any conflict between the terms, conditions and provisions of this Agreement and the provisions of the Council's policies or resolutions, or City Code or rules and regulations, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Agreement shall take precedence over contrary provisions of Council's policies or resolutions, or City Code, or City rules and regulations or any such permissive law during the term of this Agreement.

**IN WITNESS WHEREOF**, the Parties, intending to be legally bound, have caused the execution of this Agreement as so indicated below.

#### City of Baraboo, Employer

\_\_\_\_\_  
Mike Palm, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Brenda Zeman, City Clerk

\_\_\_\_\_  
Date

#### Kennie Downing, Employee

  
\_\_\_\_\_  
Kennie Downing

\_\_\_\_\_  
Date 10/1/2019



## The City of Baraboo, Wisconsin

**Background** A Wisconsin developer, Three Amigos Property Management, LLC (“Three Amigos”), recently contacted the City to express interest in developing a 64-unit luxury apartment building, with at least a \$5 million dollar assessed value, to be located at 325 Lynn Street. This is land currently owned by the City. A developer who had previously expressed a similar interest in developing the land for an apartment complex has since withdrawn his interest.

Given the financial investment involved for Three Amigos for their predevelopment activities, they have requested the City agree to a Pre-Development Agreement (“Agreement”). This Agreement will guarantee both the City and Three Amigos certain rights during the predevelopment process, and includes a limitation on the ability of the City to enter into a contract with any other third party regarding the sale of any portion of 325 Lynn Street for the duration of the Agreement.

The Agreement has been vetted by City Staff, and is now before Council for Council approval and to authorize the Mayor and City Clerk to execute the Agreement on behalf of the City.

**Fiscal Note:** (☒ one) [☐ Not Required] [☐ Budgeted Expenditure] [☐ Not Budgeted]  
**Comments:**

**BE IT RESOLVED** that the Common Council hereby authorizes the Mayor and City Clerk to execute the attached City of Baraboo and Three Amigos Property Management, LLC, Pre-Development Agreement upon the passage of this Resolution.

Offered by: Finance/Personnel Committee    **Approved:** \_\_\_\_\_

**Motion:**

**Second:**

**Attest:** \_\_\_\_\_

**City of Baraboo and Three Amigos Property Management, LLC  
PRE-DEVELOPMENT AGREEMENT**

**THIS PRE-DEVELOPMENT AGREEMENT** ("Agreement") is entered into by the City of Baraboo, a Wisconsin municipal corporation with a mailing address of 101 South Blvd., Baraboo, WI 53913 ("City"), and Three Amigos Property Management, LLC, a Wisconsin limited liability corporation with a mailing address of 1310 W. Wisconsin Street, Sparta, WI 54656 ("Developer"). The City and the Developer may be jointly referred to herein as the "Parties" or singularly as a "Party."

**RECITALS**

**WHEREAS**, in a June 21, 2019, non-binding letter of intent from the Developer to the City, see Attachment A, the Developer expressed a desire to acquire City owned property located at 325 Lynn St., Baraboo, WI 53913 ("Property") for the purpose of constructing a 64-unit luxury apartment development with at least a \$5 million dollar assessed value ("Project"); and

**WHEREAS**, the Parties are continuing to negotiate the terms of the sale of the Property for the purpose of the Project; and

**WHEREAS**, the Parties would each like to secure certain rights at this time, with said terms contained in this Agreement, prior to investing additional time and money in exploring the sale of the Property and the development of the Project; and

**WHEREAS**, the City finds that allowing the Developer to secure certain rights to the Property at this time and contingent to the terms contained in this Agreement will be beneficial to the City for many reasons, including the possibility of the Project bringing additional housing to the City of Baraboo.

**NOW, THEREFORE**, for the mutual consideration contained herein, the City and the Developer agree as follows:

**TERMS**

1. Recitals. The above recitals are hereby incorporated into and made a part of this Agreement.
2. Term. This Agreement shall be valid on the date of full execution by the Parties and shall remain in full force and effect until April 1, 2020, unless earlier terminated as provided for herein.
3. City Responsibilities. During the term of this Agreement, the City agrees to perform as follows:
  - a. The City shall not enter into any contracts with a third party for the sale of any portion of the Property without the prior written approval of the Developer.
  - b. The City shall take all reasonable steps to ensure the Property is free of contamination and provide proof of adequate water and soil testing to the Developer; however, in the event the City ascertains that this is not feasible for any reason, the City shall immediately notify the Developer and the Developer shall have the option of terminating this Agreement pursuant to Paragraph 6(a), below.
  - c. The City shall take all reasonable steps to complete all necessary excavation of the Property to make the Property "build ready" (graded within +/- 1 foot of subgrade elevation, which developer shall

provide to the City by October 15, 2019 or as early as possible by Developer (any fill brought in by the City must be sand fill or fill approved by Developer's engineer); however, in the event the City ascertains that this is not feasible for any reason, the City shall immediately notify the Developer and the Developer shall have the option of terminating this Agreement pursuant to Paragraph 6(a), below.

- d. The City shall allow the Developer and the Developer's employees, agents and contractors to enter onto the Property for the purpose of conducting engineering and site testing so long as the Developer provided at least 24-hour advance notice to City Engineer Tom Pinion (email: tpinion@cityofbaraboo.com). The City reserves the absolute right to deny entry onto the Property if there is a conflict (e.g., the City will be conducting excavating work during that time the Developer desires to enter onto the Property) or reasonable safety concern as solely determined by the City, in which case the City will make all reasonable efforts to inform the Developer as soon as possible when entry will be denied.
- e. The City shall take all reasonable steps to complete all other items listed in Exhibit A, Pages 1 and 2, including the alley expense and all reasonable steps to accommodate the 20% City participation in the TID.
- f. The City will allow a "Phased" construction approach and will work with Developer to gain occupancy as quickly as possible while still abiding by fire codes and other safety concerns.
- g. The City acknowledges the Developer will change the LLC name and will provide proof of insurance after the Property is purchased and the final development agreement is ready.

4. Developer Responsibilities. During the term of this Agreement, the Developer agrees to perform as follows, in addition to any other responsibilities contained herein:

- a. The Developer agrees to immediately terminate this Agreement pursuant to Paragraph 6(b), below, in the event the Developer decides, for any reason, to no longer pursue the Project.
- b. For the duration of the Agreement, the Developer shall have and maintain insurance in the amounts provided for on Attachment B.

5. Mutual Responsibilities. During the term of this Agreement, the Parties agree to work together on the overall concept design and regulations associated with the Project; however, nothing contained herein shall be construed to mean, imply or guarantee that the Project or any part thereof including, but not limited to, architectural designs or plans, has been or will be approved by the City Council.

6. Termination.

- a. This Agreement shall automatically terminate upon Parties execution of a Development Agreement for the Property and Project.
- b. This Agreement may be terminated by either Party with seven (7) calendar days' advance notice to the non-terminating party should the non-terminating party materially breach any of the terms contained herein.
- c. The City may terminate this Agreement at any time and without notice if:

- i. The Developer has made or is found to have made any statement that was proven to have been false in any material respect to this Agreement, and/or
  - ii. The Developer: (1) becomes insolvent or generally not pay, or be unable to pay, or admit in writing its inability to pay, its debts as they mature, (2) makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its assets, (3) becomes the subject of an "order for relief" within the meaning of the United States Bankruptcy Code, or files a petition in bankruptcy, for reorganization or to effect a plan, or other arrangement with creditors, (4) files a petition or application in bankruptcy or any similar proceeding, or has such a proceeding commenced against the Developer, and such petition, application or proceeding remains undismissed for a period of ninety (90) days or more, or Developer files an answer to such a petition or application, admitting the material allegations thereof, or (5) applies to a court for the appointment of a receiver or custodian for any of Developer's assets or properties, or has a receiver or custodian appointed for any of its assets or properties, with or without consent, and such receiver is not be discharged within ninety (90) days after his/her appointment, and/or (6) adopts a plan of complete liquidation of its assets.
- 7. Indemnification. Developer agrees at all times during the term of this Agreement to indemnify, hold harmless and defend the City, its boards, committees, officers, employees, authorized representatives and volunteers against any and all liabilities, losses, damages costs or expenses (including, without limitation, actual attorney's and consultant's fees) which the City, its boards, committees, officers, employees and representatives may sustain, incur or be required to pay by reason of or in any way related to bodily injury, personal injury or property damage of whatsoever nature or in connection with or in any way related to the performance of the work by Developer, its employees, agents and anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable, provided, however, that the provisions of this section shall not apply to liabilities, losses, charges, costs or expenses caused solely by or resulting from the gross negligent acts of the City. Developer's indemnity obligations shall not be limited by any worker's compensation statute, disability benefit or other employee benefit or similar law or by any other insurance maintained by or required of Developer.
- 8. Miscellaneous.
  - a. Nothing contained in this Agreement shall be deemed or construed as creating a partnership or joint venture between the City and Developer or cause the City to be responsible in any way for the debts or obligations of Developer or any other person.
  - b. Except as otherwise specifically set forth herein, the respective rights and liabilities of Parties under this Agreement are not assignable or delegable, in whole or in part, without the prior written consent of the other Party.
  - c. All communications or notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given (i) upon delivery to an officer of the person entitled to such notice, if hand delivered, or (ii) three business days following deposit in the United States mail, postage prepaid, or with a nationally recognized overnight commercial carrier that will certify as to the date and time of delivery, air bill prepaid, and each such communication or notice shall be addressed as follows, unless and until either Party notifies the other in accordance with this Paragraph of a change of address:

If to City: City Administrator  
City of Baraboo  
101 South Blvd.  
Baraboo, WI 53913-2184

If to Developer: Three Amigos Property Management, LLC  
1310 W. Wisconsin Street  
Sparta, WI 54656

- d. No waiver, amendment, or variation in the terms of this Agreement shall be valid unless in writing and signed by the Parties and then only to the extent specifically set forth in writing.
- e. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof.
- f. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement in such jurisdiction or affecting the validity or enforceability of any provision in any other jurisdiction.
- g. The Developer shall pay all reasonable fees, costs and expenses incurred by the City, including attorney's fees, in connection with the enforcement of this Agreement including, without limitation, the enforcement of such rights in any bankruptcy, reorganization or insolvency proceeding involving Developer or any successor or assign.
- h. Upon mutual consent of the parties, which consent either party can withhold in its sole discretion, the parties can agree to submit disputes arising under this Agreement to alternative dispute resolution. The Parties hereby waive trial by jury in any action, proceeding, claim or counterclaim, whether in contract or tort, at law or equity, arising out of or in any way related to this Agreement. Venue for any court proceedings shall be Sauk County, Wisconsin.
- i. This Agreement may be executed in several counterparts, each of which shall be deemed original, but such counterparts shall together constitute but one and the same agreement. Facsimile signatures shall be deemed original signatures for all purposes of this Agreement.

**IN WITNESS WHEREOF**, this Agreement is entered into as of the date fully executed by the Parties, as indicated below.

**(SIGNATURE PAGE TO FOLLOW)**

**THREE AMIGOS PROPERTY DEVELOPMENT, LLC (of Affiliated LLC**

\_\_\_\_\_  
Jacob Buswell, Member

Date: \_\_\_\_\_

\_\_\_\_\_  
Brian Buswell, Member

Date: \_\_\_\_\_

**CITY OF BARABOO**

\_\_\_\_\_  
Ed Geick, City Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Brenda Zeman, City Clerk

\_\_\_\_\_  
Date

S:\Administration\Attorney\Agreements and Contracts\Pre Development Agreement 325 Lynn.docx

## INSTRUCTIONS FOR EXECUTING LEGAL DOCUMENT

### CORPORATION INSTRUCTIONS

If the party signing the legal document is a **CORPORATION**, the signatories on the document must be parties authorized to sign by the corporation (typically the manager, agent or secretary) and the following certificate should be executed and returned to the City of Baraboo:

I, \_\_\_\_\_ (*print name*), certify that I am the \_\_\_\_\_  
(*title*) of \_\_\_\_\_ (*business name*), a corporation in good standing in the State of \_\_\_\_\_, and that I have duly signed the foregoing document for and on behalf of the business by authority of its governing body, within the scope of its corporate powers.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

(*Corporate Seal*)

If the document is not signed by the secretary, manager or agent authorized to sign on behalf of the corporation, the certificate should be executed by some other officer of the corporation under the corporate seal. Alternatively, in lieu of the foregoing certificate, there must be attached to the legal document copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary under the corporate seal to be true copies.

### PARTNERSHIP INSTRUCTIONS

If the party signing the legal document is operating as a **PARTNERSHIP**, each partner must sign the document.

EXCEPTION: If each partner does not sign the document, attached to the document must be a duly authenticated power of attorney evidencing the signer's (signers') authority to sign such document for and on behalf of the partnership.

### INDIVIDUAL INSTRUCTIONS

If the party signing the legal document is an **INDIVIDUAL** or **INDIVIDUALS**, the trade name, if applicable, must be indicated in the document and such individual(s) must each sign the document.

EXCEPTION: If signed by someone other than the individual(s) entering into the agreement, there must be attached to the document a duly authenticated power of attorney evidencing the signers' authority on behalf of the individual(s).

**ATTACHMENT B**  
**City of Baraboo Insurance Requirements**

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It is hereby agreed and understood that the insurance required by the City of Baraboo is primary coverage and that any insurance or self-insurance maintained by the City of Baraboo, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. All insurance shall be in full force for the duration of the Agreement unless otherwise specified.

1. **INSURANCE REQUIREMENTS — MINIMUM REQUIRED LIABILITY LIMITS.**

- a. Commercial General Liability:
  - i. Each Occurrence: \$1,000,000
  - ii. Personal Injury: \$1,000,000
  - iii. General Aggregate: \$2,000,000
  - iv. Medical Expense: \$5,000/any one person
  - v. Products–Completed Operations (to remain in full force and effect for two years after the completion of the work or the termination/expiration of the contract, whichever is later): IF APPLICABLE, aggregate of \$2,000,000
  - vi. Fire Damage: IF APPLICABLE, \$50,000/any one fire
- b. Automobile Liability: Must have coverage at least as broad as Insurance Services Office Business Automobile Form, with minimum limits of \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage, provided on a Symbol #1– “Any Auto” basis.
- c. Workers’ Compensation and Employers Liability Insurance: As required by the State of Wisconsin, must have sufficient limits to meet underlying Umbrella Liability insurance requirements. IF APPLICABLE for the work, coverage must include Maritime (Jones Act) or Longshoremen’s and Harbor Workers Act coverage.
- d. Umbrella Liability: Coverage at least as broad as the underlying Commercial General Liability, Automobile Liability and Employers Liability, with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 aggregate, and a maximum self-insured retention of \$10,000.
- e. Aircraft/Watercraft Liability: IF APPLICABLE, Aircraft and Watercraft Liability insurance must be in force with a limit of \$3,000,000 per occurrence for Bodily Injury and Property Damage including Passenger liability and including liability for any slung cargo.
- f. Builder’s Risk/Installation Floater/Contractor’s Equipment or Property: The City of Baraboo will not assume responsibility for loss, including loss of use, for damage to property, materials, tools, equipment, and items of a similar nature which are being either used in the work being performed by the contractor or its subcontractors or are to be built, installed, or erected by the contractor or its subcontractors.

2. **INSURANCE REQUIREMENTS FOR SUBCONTRACTORS.** All subcontractors shall be required to obtain Commercial General Liability, Automobile Liability, Workers’ Compensation and Employers Liability as broad and with the same limits as those required per Contractor requirements, excluding Umbrella Liability, contained in Section 1 above.

3. **MISCELLANEOUS**

- a. All insurance must be primary and non-contributory to any insurance or self-insurance carried by City of Baraboo.
- b. Insurers must have an A.M. Best rating of no less than A- and a Financial Size Category of no less than Class VI, and be authorized as an admitted insurance company in the state of Wisconsin.
- c. The City of Baraboo and its officers, council members, agents, employees and volunteers must be named as additional insured.
- d. Certificates of Insurance acceptable to the City of Baraboo must be submitted concurrently with the execution of the contract. These certificates must contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least thirty (30) calendar days’ prior written notice has been given to the City of Baraboo.



NBO -1

The City of Baraboo, Wisconsin

**Background:** Violations of the City's Animal at Large ordinance requires that 1st – 4th violations be resolved with the violator's payment of abatement fees to the City, with citations only allowable if the fee is not paid. This practice appears to have originated many years ago when the City had its own animal pound, when most animal at large cases resulted in the animal being taken to the pound and then subsequently picked up by the animal's owner -- the abatement fee would cover the minimal City costs. Because the City now contracts with the Sauk County Humane Society, there is no cause for the City to require payment of abatement fees; instead, the desired practice of the Police Department is to have the initial ability to issue a citation. It is therefore recommended that the bond schedule be amended to eliminate the abatement fee, and instead allow officers the ability to immediately issue citations if warranted.

**Fiscal Note: (check one) [ x ] Not Required [ ] Budgeted Expenditure [ ] Not Budgeted**  
**Comments:**

THE COMMON COUNCIL OF THE CITY OF BARABOO, WISCONSIN, DO ORDAIN AS FOLLOWS:

1. That Section 25.10(i)(4) of the Municipal Code of the City of Baraboo is hereby amended as follows:

- (4) Dog or cat at large violations: (§12.13(7)(c), & 9.09 Code) (1719 01/18/94, 2072 01/22/2002)

First Offense: ~~\$310.00. abatement charge paid to the Baraboo Police Department, plus the Sauk County Animal Shelter impoundment fee if captured~~

Second Offense by same person within 12 months of occurrence date of first offense: ~~\$50.00 abatement charge paid to the Baraboo Police Department, plus the Sauk County Animal Shelter impoundment fee if captured.~~

Third Offense by same person within 12 months of occurrence dates of two prior offenses: ~~\$75.00. abatement charge paid to the Baraboo Police Department, plus the Sauk County Animal Shelter impoundment fee if captured.~~

Fourth and subsequent violation by same person within 12 months of occurrence dates of prior offenses: ~~\$80.00. abatement charge paid to the Baraboo Police Department, plus the Sauk County Animal Shelter impoundment fee if captured.~~

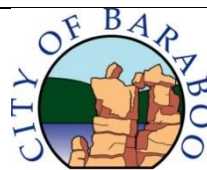
~~The foregoing fees must be paid within 21 days of the date of offense. No citation shall be issued if the abatement fee is paid within 21 days. If the fee is not paid within 21 days, a citation may be issued for the violation and the standard bond amount shall apply.~~

2. Effective Date. The requirements of this ordinance shall go into effect on the date of passage by the Common Council.

I hereby certify that the foregoing Ordinance was duly passed by the Common Council of the City of Baraboo on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and is recorded on page \_\_\_\_ of volume \_\_\_\_.

City Clerk: \_\_\_\_\_

# Memo



To: City Council  
From: Mayor Mike Palm  
Subject: FY 2020 Budget Message  
Date: October 4, 2019  
CC: City Administrator, Department Heads

We started the budget process with \$800,000 more requested than the levy will permit. An initial round of department head and Administrator revisions has narrowed that gap to around \$270,316.

During the City Council's goal setting process this year you made finding additional revenue a priority. Levy limit laws hamper our ability to properly fund city needs. We have identified 3 revenue sources available to us. Two, the vehicle registration fee and the street light charges, can be implemented for the 2020 budget while a third, a premier resort tax would require a longer period to develop and would require a referendum and the passage of a new law by state legislature in order to implement. Including a Street light charges (see Attachment B) in the budget would help negate the shortfall by \$144,000 and a vehicle registration fee by another \$187,500. The Premier Resort Area Sales Tax is only available if 40% of equalized value of taxable property is used by tourism related retailers without a waiver from the State Legislature therefore, we have to take the time to study this idea in more detail before considering any implementation. (Attachment A)

The primary emphases in developing the FY 2020 Budget is to improve where we could and otherwise, to maintain our existing City Services. The State's expenditure restraint rules severely hamper the City's ability to do more than adding 1% to our operating costs and levy limits are another restriction we have to work within. This budget reflects the 2020 Goals and Priorities you set a few weeks ago. The good news is that total equalized value of property in the City has gone up by .61% or 5,217,400.

The Department Heads were given the general instructions of using a 2.5% cost of living increase in wages for payroll. The budget I am bringing to you for discussion at our Oct 8<sup>th</sup> Committee of the Whole is not complete, we are still approximately \$325,000 out of balance. The proposed new revenues noted above would bring us a total of \$331,500.

The latest Big Budget Sheet (dated 10-4-19) is attached summarizing the FY20 budget. The Public Safety Committee met this week and made recommendations to you regarding priorities for streets, alleys and sidewalks. The proposed tax levy for FY20 is \$8,789,527 and that is the maximum based on state levy limits. This will add \$.28 to the mill rate from last year. There may be some change in the tax rate calculation because the state has not given us the equalized value ratio.

We have moved all Economic Development related costs into the Economic Development (ED) section of the budget on page 1 of the big sheet. This department is carrying over some funding from FY19 that I would like to direct toward a match of funding from Sauk Co. and the Baraboo School District for Diversity activities.

The Library is requesting to add hours for a Library Page and janitorial services. The Fire Department and Park Department have requested more funding for janitorial service and a City Facilities Manager respectively. This new position would help to manage janitorial services in all the City buildings, including the Library.

#### Street Department

The street and sidewalk funding will be \$951,905 for FY20. The list of proposed projects for FY20 are attached to this memo.

#### Utilities

The Wastewater Treatment Plant completed its major projects this year. The City will continue into its third year for lead service line replacement under the grant program. This is the last year for the grant program and the Utility expects the Mound St. project will use up its remaining grant funds.

#### Airport

The Airport has added four new hangers, the construction of which should be completed in 2020. The primary project next in line is the replacement of the fueling system used at the airport. This is 90% grant funded and is needed because the current pumps no longer have parts and servicing available. The operational costs for the Airport will be evenly split with our partner, the Village of Lake Delton. The only other addition at the Airport will be funds for connecting roads between new hangers.

#### Fire Department

This budget includes \$500,000 (debt) for improvements to the Fire Dept. building in order to extend its useful life. The study for finding a new location for the Fire Dept. and developing cost estimates is now under way.

#### Ambulance Service

The audit of the Baraboo District Ambulance Service has started but we do not expect results to be received in time for consideration in this budget preparation cycle. Funding for BDAS is somewhat of a guessing game considering the financial questions that have arisen this year. We will have time when this audit is completed to make decisions on what steps to take with Ambulance. The audit will probably not be done in time to consider the findings before we have to approve the FY20 budget. The FY19 BDAS budget for Baraboo was \$288,408 (\$24/capita) and the FY20 estimate in the budget is \$324,459, \$27 per capita but the request we just received from BDAS is for \$30/capita or \$360,690 a 25% increase.

Mike Palm  
Mayor

## Attachment A - From the League of Municipalities

### Taxation FAQ 6

#### **Does a city or village have the power to impose a general sales tax within its jurisdiction?**

No. A city or village may only enact the types of taxes authorized by the legislature and there is no statutory authorization for cities and villages to impose a general sales tax in their community with one exception (see "premier resort area" discussion below). The most significant taxing authority for cities and villages is the property tax. However, the legislature has authorized several other important taxes or fees that may be imposed by some or all cities and villages.

In 1997, the legislature authorized municipalities capable of qualifying as "premier resort areas" to impose a 0.5 percent sales tax. Wis. Stat. sec. 77.994. A municipality, by a two-thirds vote of the members of the governing body who are present when the vote is taken, may declare itself a premier resort area by enacting an ordinance or resolution if at least 40 percent of the equalized assessed value of taxable property within the municipality is used by tourism-related retailers. Wis. Stat. sec. 66.1113(2)(a). The definition of "tourism-related retailers" lists twenty-one classifications of retail businesses including: variety stores; miscellaneous general merchandise stores; retail bakeries; gasoline service stations; eating places; drinking places; drug stores and proprietary stores; liquor stores; hotels and motels; and public golf courses. Sec. 66.1113(1)(d). Although the number of municipalities that may qualify as a "premier resort area" is not large, the revenue could be significant. However, the tax proceeds may only be used to pay for public infrastructure expenses within the premier resort area's jurisdiction. Wis. Stat. sec. 66.1113(2)(d).

In contrast to the "premier resort area" tax, all cities and villages are authorized to impose a room tax of up to 8 percent on hotels, motels and other rooms or lodging furnished to the public for stays of less than one month. Wis. Stat. secs. 66.0615(1) and 77.52(2)(a)1. This tax applies to inns, motels, tourist homes, lodging houses, rooming houses, summer camps, apartment hotels, and resort lodges and cabins. The tax does not apply to campgrounds. Taxation 931. Room purchases by Wisconsin state and local governmental units, the federal government, and entities with tax-exempt certificates are also exempt from the room tax. Wis. Stat. secs. 77.54(9a) and 77.55; Taxation 981.

Although very few have done so, every Wisconsin city and village is also authorized to impose an annual vehicle registration fee ("wheel tax") on most of the motor vehicles registered in Wisconsin and customarily kept in the city or village. Wis. Stat. sec. 341.35(1). The motor vehicles subject to such a fee include automobiles and motor trucks registered under 341.25(1)(c), at a gross weight of not more than 8000 lbs. Wis. Stat. sec. 341.35(1). This fee does not apply to any vehicle that is exempt from paying a state vehicle registration fee or any vehicle registered by the state under sec. 341.26, for a fee of five (5) dollars. Wis. Stat. secs. 341.35(2)(a) and (b).

In addition to these taxes, the legislature has authorized cities and villages to impose some specific fees or charges. These include impact fees imposed on developments within the city or village and its extraterritorial platting jurisdiction to pay for the capital costs necessary to accommodate the development and special charges for current services such as snow and ice removal, repair of sidewalks or curbs and gutters, and storm water management (including construction of stormwater management facilities). See Wis. Stat. secs. 66.0617 (impact fees) and 66.0627 (special charges).

# Abbreviated List of Municipal Revenue Sources

- Property taxes
- Utility charges
- Fees for public services
- State aids and grants
- Water Utility PILOT
- Special assessments
- Impact fees
- Interest income
- Room tax
- Borrowing
- Payment in lieu of taxes (PILOT) from tax exempts
- Local vehicle registration fee (wheel tax)
- Forfeitures

GREEN – Limited by State Law

Yellow – Threatened by State



## Property Tax

- Since levy limits went into effect in 2006, only 35 cities, villages, counties and towns have passed referendums allowing the community to exceed its allowable levy. (21 towns, 13 cities and villages, and 1 county.)
- Residential sector pays 68% of levy.
- Uniformity clause disallows differential treatment between classes.

Attachment B – Street Light Charges

<b><u>PROPOSED SPECIAL CHARGE FOR STREET LIGHTS</u></b>				
	<b>Source</b>	<b>1- and 2-Family Homes</b>	<b>Other</b>	<b>Total</b>
A	Storm Water Utility Report	3,734	722	4,456
B	City Assessor	3,553	680	4,233
	Ratio for Street Light Special Charge	X	2X	
A	Street Light Charge per property	\$32.18	\$64.36	
B	Street Light Charge per property	\$33.92	\$67.83	
	<b>Suggested Special Charge</b>	<b>\$35.00</b>	<b>\$70.00</b>	
	Total Street Light Budget	\$155,000.00		
	Administration (7.5%)	\$11,625.00		
	<b>Total</b>	<b>\$166,625.00</b>		
	<b>City's total assesses value</b>	<b>\$810,000,000</b>		
	<b>Mill Rate for Street Lights</b>	<b>\$0.00020</b>		
	<b>Tax on \$100,000 Home</b>	<b>\$20.00</b>		
	<b>Tax on \$150,000 Home</b>	<b>\$30.00</b>		
	<b>Tax on \$200,000 Home</b>	<b>\$40.00</b>		
	<b>Tax on \$250,000 Home</b>	<b>\$50.00</b>		

Following is a list of prospective alley reconstruction projects for next year, including the respective priority as determined by the Public Safety Committee.

### **2020 ALLEY RECONSTRUCTION - PROSPECTIVE CANDIDATES**

1. Between Elizabeth & Camp Streets, 2<sup>nd</sup> to 4<sup>th</sup> Street (storm sewer?)
2. Between 11<sup>th</sup> & 12<sup>th</sup> Streets, Barker to Elizabeth
3. Between 5<sup>th</sup> & 6<sup>th</sup> Streets, Center to West (Big Tree)
4. Between 5<sup>th</sup> & 6<sup>th</sup> Street, Wheeler to Camp

# **PROSPECTIVE RECONSTRUCTION PROJECTS** **for 2020/21**

<b><u>STREET RECONSTRUCTION PROJECTS - 2020/2021</u></b>		<b><u>Sidewalk?</u></b>	<b><u>Estimated Cost</u></b>
<b>Mound Street</b>	Elizabeth St to Remington St (1000')	<b>Existing</b>	\$155,000
<b>13th Avenue</b>	Amundson to W'ly End (650')	<b>New</b>	\$185,000
<b>Elizabeth Street (w'ly half)</b>	Church Pkg Lot to N'ly City Limits (600')	<b>N/A</b>	\$50,000
<b>Tuttle Street</b>	9th Street to 10th Street (300')	<b>New</b>	\$105,000
<b>Draper Street</b>	Madison Ave to N'ly End (850')	<b>Existing</b>	\$75,000
<b>Lincoln Avenue (e'ly half)</b>	2nd Street to 3rd Street (350')	<b>N/A</b>	\$35,000
<b>Canepa Street</b>	Ellis Ave to westerly end (400')	<b>New</b>	<u>\$160,000</u> (Pending Petition for Public Imps.)
<b>4th Avenue</b>	West Street to Summitt Street (900')	<b>Existing</b>	\$75,000
<b>7th Street</b>	Ash Street to Oak Street (425')	<b>Existing</b>	\$105,000
<b>Madison St/Ave</b>	Draper Street to Crawford (1,500')	<b>Existing</b>	<b>\$275,000</b>
<b>Draper Street</b>	8th Ave to Madison Ave (3,000')	<b>Existing</b>	<b>\$650,000</b>
<b>Elizabeth Street</b>	8th Street to 14th Street (2,100')	<b>Existing</b>	<b>\$500,000</b>
<b>Madison St/Ave</b>	Crawford to East Street (2,700')	<b>Existing</b>	<b><u>\$750,000</u></b>
<b>GRAND TOTAL</b>			<b><u>\$3,120,000</u></b>

**Rough  
Estimates**



# Abbreviated List of Municipal Revenue Sources

- Property taxes
- Utility charges
- Fees for public services
- State aids and grants
- Water Utility PILOT
- Special assessments
- Impact fees
- Interest income
- Room tax
- Borrowing
- Payment in lieu of taxes (PILOT) from tax exempts
- Local vehicle registration fee (wheel tax)
- Forfeitures

GREEN – Limited by State Law

Yellow – Threatened by State



## Property Tax

- Since levy limits went into effect in 2006, only 35 cities, villages, counties and towns have passed referendums allowing the community to exceed its allowable levy. (21 towns, 13 cities and villages, and 1 county.)
- Residential sector pays 68% of levy.
- Uniformity clause disallows differential treatment between classes.

Attachment B – Street Light Charges

<b><u>PROPOSED SPECIAL CHARGE FOR STREET LIGHTS</u></b>				
	<b>Source</b>	<b>1- and 2-Family Homes</b>	<b>Other</b>	<b>Total</b>
A	Storm Water Utility Report	3,734	722	4,456
B	City Assessor	3,553	680	4,233
	Ratio for Street Light Special Charge	X	2X	
A	Street Light Charge per property	\$32.18	\$64.36	
B	Street Light Charge per property	\$33.92	\$67.83	
	<b>Suggested Special Charge</b>	<b>\$35.00</b>	<b>\$70.00</b>	
	Total Street Light Budget	\$155,000.00		
	Administration (7.5%)	\$11,625.00		
	<b>Total</b>	<b>\$166,625.00</b>		
	<b>City's total assesses value</b>	<b>\$810,000,000</b>		
	<b>Mill Rate for Street Lights</b>	<b>\$0.00020</b>		
	<b>Tax on \$100,000 Home</b>	<b>\$20.00</b>		
	<b>Tax on \$150,000 Home</b>	<b>\$30.00</b>		
	<b>Tax on \$200,000 Home</b>	<b>\$40.00</b>		
	<b>Tax on \$250,000 Home</b>	<b>\$50.00</b>		

Following is a list of prospective alley reconstruction projects for next year, including the respective priority as determined by the Public Safety Committee.

### **2020 ALLEY RECONSTRUCTION - PROSPECTIVE CANDIDATES**

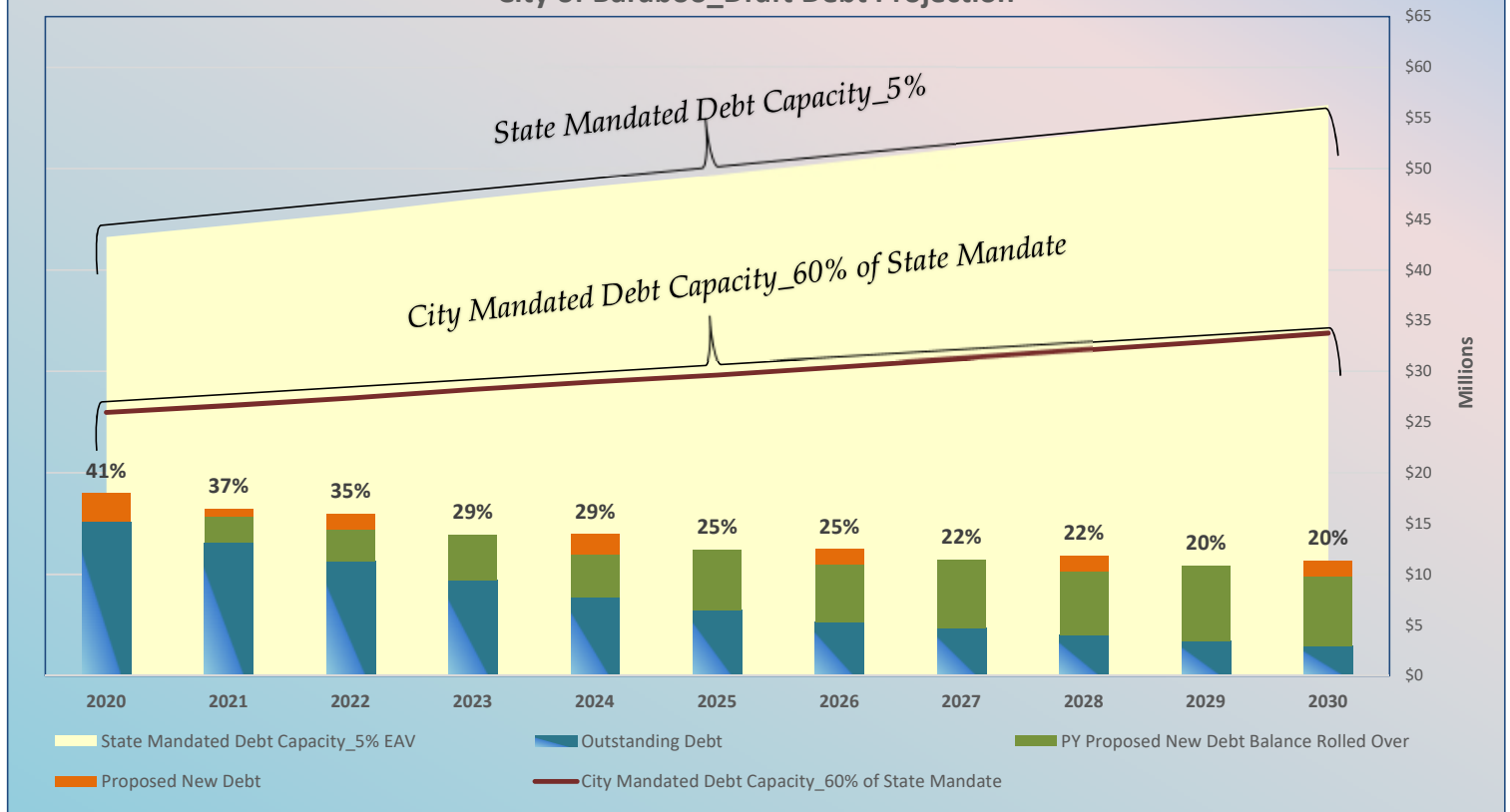
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# **PROSPECTIVE RECONSTRUCTION PROJECTS for 2020/21**

<b><u>STREET RECONSTRUCTION PROJECTS - 2020/2021</u></b>		<b><u>Sidewalk?</u></b>	<b><u>Estimated Cost</u></b>
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<b>GRAND TOTAL</b>			<b><u>\$3,120,000</u></b>

**Rough  
Estimates**

## City of Baraboo\_Draft Debt Projection

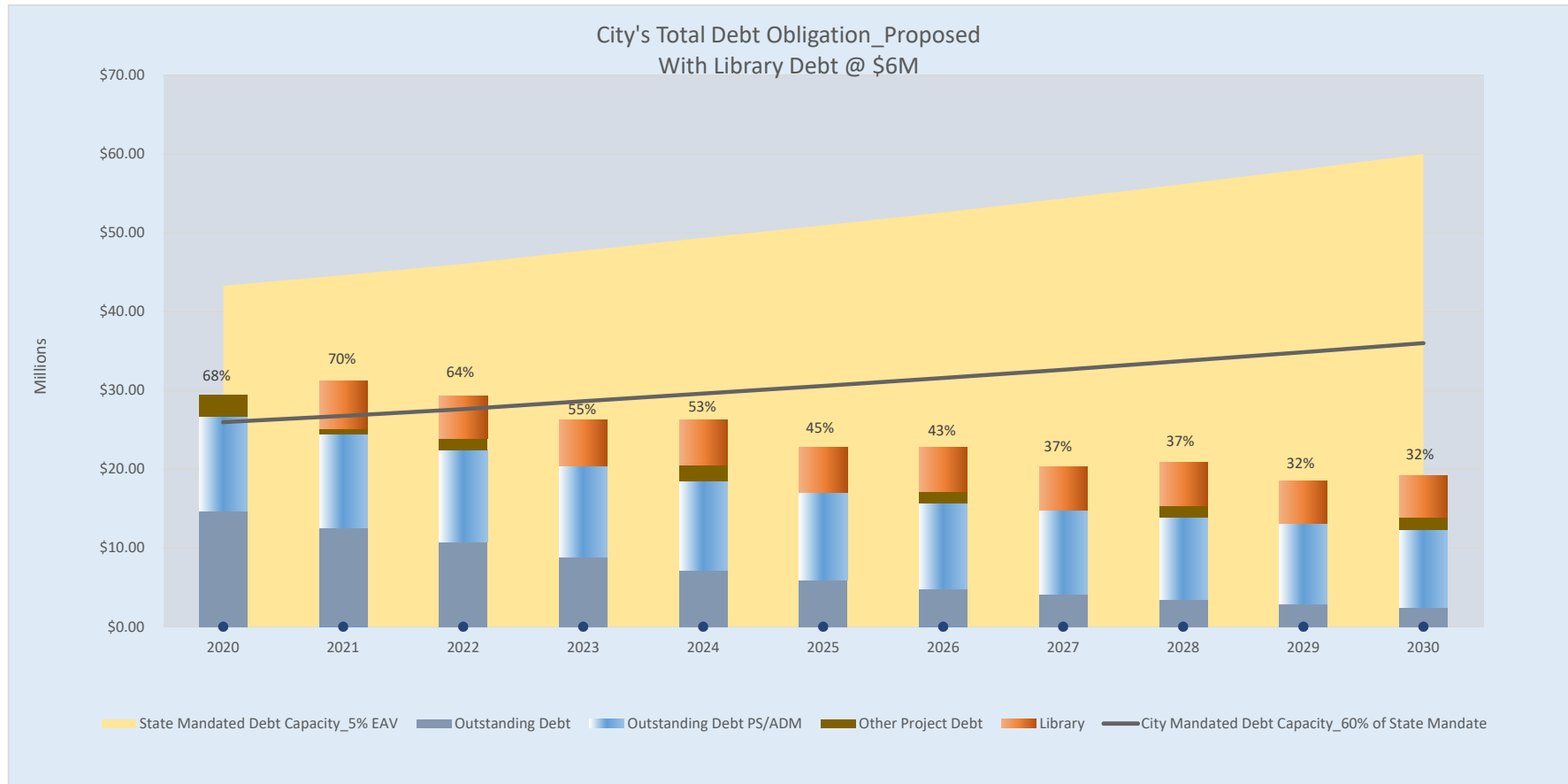


### Proposed Projects Funded with New Debt

Year	Amount	Project Description
2020	\$ 600,000.00	Fire & EMS Station Design
2020	\$ 500,000.00	Fire Station Repairs
2020	\$ 40,000.00	Civic Center Office Renovation
2020	\$ 1,500,000.00	Street Projects (Includes 2021 projects)
2020	\$ 132,000.00	Riverwalk Bridge Project
2021	\$ 307,000.00	Library Expansion (Annual Debt Payment on \$6M) **
2021	\$ 400,000.00	UW Theater & Arts renovation
2022	\$ 1,500,000.00	Street Projects (Includes 2023 projects)
2024	\$ 512,000.00	Fire & EMS Station (Annual Debt Payment on \$10M) *
2024	\$ 1,500,000.00	Street Projects (Includes 2025 projects)
2026	\$ 1,500,000.00	Street Projects (Includes 2027 projects)
2028	\$ 1,500,000.00	Street Projects (Includes 2029 projects)
2030	\$ 1,500,000.00	Street Projects (Includes 2031 projects)
2032	\$ 1,500,000.00	Street Projects (Includes 2033 projects)
2034	\$ 1,500,000.00	Street Projects (Includes 2035 projects)
2036	\$ 1,500,000.00	Street Projects (Includes 2037 projects)

### Debt Capacity Assumptions:

1. Equalized value % change from prior year is an average of the previous 5 years and levels out in year 2047 at 1.026336.
2. Assessed value % change from prior year is an average of the previous 5 years and levels out in year 2046 at 1.001256.
3. Proposed new bond debt repayment term is based on 20 years.
4. The projection takes into consideration principal payments each year on proposed debt.
5. The first payment on proposed new debt to occur in subsequent year.
- \* 6. Existing Public Safety Building: The line of credit for the annual lease payment is roughly \$560K through 2027, then roughly \$510K each year thereafter until 2057.
- \*\* 7. Fire & EMS Station 2024 as USDA Loan @ 3.5% interest. The line of credit for the annual lease payment is roughly \$512K through 2030, then roughly \$465K each year thereafter until 2061.
8. Library 2021 as USDA Loan @ 3.5% interest. The line of credit for the annual lease payment is roughly \$307K through 2030, then roughly \$279K each year thereafter until 2061.



## Municipal Vehicle Registration Fee Frequently Asked Questions August 2019

This information is intended to inform residents of a community that is considering the adoption of a municipal vehicle registration fee.

### What vehicles are subject to a municipal vehicle registration fee?

An automobile or a motor truck registered under 8,000 lbs. gross weight and customarily kept in the municipality that enacted the fee. This includes:

- Automobiles, vans and Sport Utility Vehicles (SUVs) that qualify as a passenger vehicle
- Motor trucks and dual-purpose motor homes (trucks that can be equipped with a slide-in camper unit) registered at a gross weight of 8,000 lbs. or less.

Vehicles with the following license plate types are subject to a municipal vehicle registration fee, except as noted.

#### Standard Plate Types

- AUT** Automobile and passenger vehicles: Issued for automobiles and for vans and SUVs that qualify as a passenger vehicle including those operated for hire. Driver Ed vehicles are exempt from municipal vehicle registration fee and are not included in WisDOT registration reports of vehicles subject to a municipal vehicle registration fee,
- LTK** Light truck: Issued for motor trucks operated up to 8,000 lbs. gross weight including vehicles operated for hire. Dual-purpose farm trucks are exempt from municipal vehicle registration fee.

Special Plate Types - The special plates listed are available for autos and light trucks and subject to municipal vehicle registration fee. They are also available for dual-purpose farm trucks, farm trucks and motor homes that are exempt from any municipal vehicle registration fee.

- |            |  |
|------------|--|
| <b>AMA</b> | Amateur Radio  |
| <b>CLS</b> | Collector Special (Not to be confused with Collector plates, which are non-expiring and exempt from municipal vehicle registration fee.) |
| <b>CVG</b> | Civilian Authorized Groups: Includes Civil Air Patrol, EMTs and Rescue Squad members.  |
| <b>DIS</b> | Disabled Parking   |
| <b>DUK</b> | Ducks Unlimited  |
| <b>EMT</b> | Emergency Medical Technician   |
| <b>END</b> | Endangered Resources (wolf design)   |
| <b>ENN</b> | Endangered Resources (badger design)   |
| <b>FFO</b> | Firefighter (red design)   |
| <b>FRF</b> | Firefighter (white design)   |
| <b>GLF</b> | Golf Wisconsin   |
| <b>GST</b> | Gold Star Family   |
| <b>HAR</b> | Harley-Davidson/Share the road   |
| <b>HEG</b> | Higher Education Group (University of Wisconsin plates)  |
| <b>HEM</b> | Higher Education Group (University of Wisconsin Madison)   |
| <b>IGT</b> | In God We Trust  |
| <b>KID</b> | Celebrate Children   |
| <b>LCF</b> | Lions Foundation   |
| <b>LEM</b> | Law Enforcement Memorial   |
| <b>LIF</b> | Donate Life Wisconsin  |
| <b>MBO</b> | Milwaukee Brewers (ball and glove design)  |
| <b>MBN</b> | Milwaukee Brewers ('M' design)   |
| <b>MGP</b> | Multi-Group: Lao Veteran and Freemason   |
| <b>MLG</b> | Military Authorized Special Group  |
| <b>MRQ</b> | Marquette University   |
| <b>PAK</b> | Green Bay Packers  |
| <b>SPT</b> | Wisconsin Salutes Veterans   |

## Municipal Vehicle Registration Fee Frequently Asked Questions August 2019

<b>TRT</b>	Trout Unlimited
<b>VET</b>	Disabled Veteran parking
<b>WHF</b>	Women's Health Foundation
<b>WNG</b>	Wisconsin National Guard
<b>XPW</b>	Ex-Prisoner of War: No registration fee or municipal vehicle registration fee is charged for one vehicle registered by an applicant. Subsequent vehicles are subject to registration fees including any municipal vehicle registration fee. (WisDOT registration records include <u>all</u> vehicles of this type registered at 8,000 pounds or less, including those that are exempt from a municipal vehicle registration fee.)

For more information about license plate types, please visit the [Wisconsin Plate Guide](#)

### What vehicles are exempt from this fee?

Vehicles exempt from municipal vehicle registration fee are:

- Buses, motorcycles, mopeds, motor homes, low-speed vehicles and trailers
- Trucks registered at more than 8,000 pounds or registered as Farm or Dual Purpose Farm
- Vehicles registered as Antique, Collector, Driver education, Historic military vehicle, Hobbyist, Human service vehicle, Low-speed vehicle, Medal of honor, Municipal, State-owned, Special X and one vehicle with Ex-prisoner of war registration issued to any qualified individual
- Any vehicle with registration issued by a Wisconsin Indian tribe or band
- Vehicles displaying Dealer, Distributor, Finance company or Manufacturer plates

### What determines whether a vehicle is customarily kept in a municipality or county?

Applications for original title and registration request the county and city, village or township where a vehicle is "customarily kept" or domiciled. This information also prints on the registration renewal notice. Renewal notices instruct the customer to change their address, or where the vehicle is customarily kept, if incorrectly shown on the notice.

In the absence of an indicated municipality or county of domicile, the owner or lessee's post office address is used to determine municipality or county of domicile, per administrative rule Trans 126.01(c).

Per s. 341.60, Wis. Stats., any person who gives a false address or location where a vehicle is customarily kept in an application for registration may be fined not more than \$200 or imprisoned not more than 6 months or both.

### Are estimates of the number of vehicles subject to a municipal vehicle registration fee within a county or municipality available?

Yes. Current vehicle data is available at the end of each fiscal and calendar year. Several reports of vehicles eligible for municipal vehicle registration fee is available on the WisDOT website.

According to WisDOT's records, there are a total of 16,034 vehicles registered in the City of Baraboo, 13,139 of which would qualify for a Local Vehicle Registration Fee, for the 2018 Calendar Year (Ending December 31, 2018). Accordingly, a \$20 local vehicle registration fee could generate \$262,780 annually and the City would net 99.15% of that amount.

### When is the fee charged?

WisDOT collects the fee at the time of first registration and at the time of each subsequent registration renewal. WisDOT sends vehicle registration renewal notices at least 30 days before their plates expire. The renewal notice will show the total fee due including the municipal vehicle registration fee. WisDOT adds a message to renewal notices when a new municipal vehicle registration fee is instituted to alert affected customers of the fee change.



## Municipal Vehicle Registration Fee Frequently Asked Questions

August 2019

### What are the administrative costs associated with a municipal vehicle registration fee?

WisDOT charges a flat fee of 17 cents per vehicle. The administrative fee is the same for all municipalities regardless of the amount of fee imposed by the municipality or the number of vehicles for which the fee is collected. .

### When are fees collected from the payment of municipal vehicle registration fee disbursed to the municipality?

WisDOT sends the municipal vehicle registration fee payments collected to the municipality no later than 30 days after the end of the month in which they are collected.

### Is the number of registrations that expire each month about the same?

On average, WisDOT renews about 8.3% of the registrations for autos and light trucks each month. Here's a breakdown of the average percent of vehicles subject to municipal vehicle registration fee that expire in each month.

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
6.9%	8.0%	9.5%	9.0%	9.2%	8.3%	9.4%	9.5%	8.6%	8.1%	7.0%	6.5%

### How long after enactment can this fee be collected by WisDOT?

WisDOT requires notification at least 90 days prior to the first day of the month in which the amendment is effective. WisDOT also requires notification at least 90 days prior to the first day of the month in which an amended or the repeal of a municipal vehicle registration fee is effective.

### What is the policy for exemptions, refunds and proration?

There are no provisions for exemptions to municipal vehicle registration fee, other than those stated above. A municipal vehicle registration fee is never prorated. The full fee is required whenever it is collected. Refund requests of the municipal vehicle registration fee paid in error may be directed to the WisDOT Research and Information Unit:

Email: [vehiclequestions@dot.wi.gov](mailto:vehiclequestions@dot.wi.gov)

Telephone: (608) 264-7447

Mail: PO Box 8070, Madison, WI 53708-8070

### Can the revenues received from municipal vehicle registration fee payments be used for any purpose?

Municipalities must use the moneys from municipal vehicle registration fee payments for transportation related purposes only (s. 341.35(6r), Wis. Stats.). "Highway" is defined by state law to mean "all public ways and thoroughfares and bridges on the same." Courts have interpreted "highways" to include trails because they are "public ways and thoroughfares and bridges on the same." "Sidewalk" means that "portion of a highway between the curb lines, or the lateral lines of a roadway, and the adjacent property lines, constructed for use of pedestrians."

### If a county has a municipal vehicle registration fee in effect, can a municipality within that county also enact a municipal vehicle registration fee ordinance?

According to s. 341.35(3m), Wis. Stats: "If a municipality and the county in which the municipality is located enact ordinances under this section, a motor vehicle customarily kept in the municipality shall be subject to a municipal registration fee and a county registration fee." Therefore, both the municipality and county would collect a municipal vehicle registration fee simultaneously for vehicles subject to the fee in the municipality, if each chose to enact an ordinance.

### What registration fee is collected for vehicles subject to municipal vehicle registration fee?

Not including any municipal vehicle registration fee, the annual registration fees collected are:

- Automobiles and vans/SUVs that qualify as a passenger vehicle: \$75
- Motor trucks and dual purpose motor trucks up to 4,500 pounds gross weight: \$75

## Municipal Vehicle Registration Fee Frequently Asked Questions

August 2019

- Motor trucks and dual purpose motor trucks up to 6,000 pounds gross weight: \$84
- Motor trucks and dual purpose motor trucks up to 8,000 pounds gross weight: \$106

In addition to the registration fee, there is an issuance fee of \$15 for some special plates or a \$15 annual fee if the plate is personalized. An annual tax-deductible donation of \$20 or \$25 is collected for vehicles registered with Celebrate Children, Donate Life Wisconsin, Ducks Unlimited, Endangered Resources, Golf Wisconsin, Green Bay Packers, Harley-Davidson/Share the Road, In God We Trust, Milwaukee Brewers, Trout Unlimited, University of Wisconsin and Women's Health plates. A \$10 late fee is charged if registration fee is paid after the date of expiration.

### Which other counties or municipalities have enacted a municipal vehicle registration fee and what is/was the amount of the fee?

The following counties and municipalities have adopted a municipal vehicle registration fee:

COUNTY	FEE
Chippewa County	\$10
Dane County	\$28
Eau Claire County	\$30
Green County	\$20
Iowa County	\$20
Lincoln County	\$20
Marathon County	\$25
Milwaukee County	\$30
Portage County	\$20
Richland County	\$20
St. Croix county	\$10

MUNICIPALITY	FEE
City of Appleton	\$20
Town of Arena	\$20
City of Beloit	\$20
Village of Bellevue	\$20
Village of Eden	\$20
City of Evansville	\$20
City of Fort Atkinson	\$20
City of Gillett	\$20
City of Green Bay	\$20
Village of Iron Ridge	\$20
City of Janesville	\$20
City of Kaukauna	\$10
City of Lodi	\$20
City of Manitowoc	\$20
City of Milton	\$30
City of Milwaukee	\$20
City of Montello	\$20
City of New London	\$20
City of Platteville	\$20
City of Portage	\$20
Village of Prairie du Sac	\$20
City of Rice Lake	\$20
City of Sheboygan	\$20
Village of Tigerton	\$10
City of Waterloo	\$15

14. COW (C)

State of Wisconsin  
Department of Revenue

## Premier Resort Area Tax

1. What is the premier resort area tax, and what are the rates?
2. Which municipalities may adopt the premier resort area tax?
3. Which municipalities have adopted the premier resort area tax?
4. What types of sales are subject to the premier resort area tax, and who is responsible for paying it?
5. How do I report and pay the premier resort area tax?

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### 1. What is the premier resort area tax, and what are the rates?

The premier resort area tax is a local retail sales tax which was authorized by the Wisconsin Legislature and is administered by the Wisconsin Department of Revenue. Under law, the sponsoring municipality or other political subdivision may only use the proceeds of this tax to pay for infrastructure expenses within this jurisdiction.

The premier resort area tax rates are as follows:

- o The Village of Sister Bay: 0.5% (effective July 1, 2018)
- o The City of Rhinelander: 0.5%
- o The Village of Stockholm: 0.5%
- o The City of Eagle River: 0.5%
- o The City of Bayfield: 0.5%
- o The City of Wisconsin Dells: 1.25%
- o The Village of Lake Delton: 1.25%

**Note:** The premier resort tax is only imposed on certain sellers (see Answer 4). For more information, see Wisconsin [Publication 403](#), *Premier Resort Area Tax*.

### 2. Which municipalities may adopt the premier resort area tax?

A sponsoring municipality or other political subdivision that has at least 40% of its equalized assessed property values used by the tourism-related retailers in sec. 66.1113(1)(d), Wis. Stats., may enact an ordinance which puts this tax into effect.

**Exception:** The cities of Bayfield, Eagle River, Rhinelander and the villages of Ephraim, Sister Bay, and Stockholm have been authorized by the Legislature to impose the 0.5% premier resort area tax even if less than 40% of the equalized assessed value of the taxable property

within those cities or villages is used by tourism-related retailers.

### 3. Which municipalities have adopted the premier resort area tax?

- The Village of Sister Bay, effective July 1, 2018
- The City of Rhinelander, effective January 1, 2017
- The Village of Stockholm, effective October 1, 2014
- The City of Eagle River, effective October 1, 2006
- The City of Bayfield, effective January 1, 2003
- The City of Wisconsin Dells, effective July 1, 1998
- The Village of Lake Delton, effective April 1, 1998

### 4. What types of sales are subject to the premier resort area tax, and who is responsible for paying it?

Sales meeting **both** of the following conditions are subject to the premier resort area tax:

1. The sale, license, lease, or rental of the taxable product or taxable service takes place in (i.e., is "sourced" to) a premier resort area, and
2. The seller is classified in the Standard Industrial Classification Manual, 1987 Edition, published by the U.S. Office of Management and Budget, under one of the following Standard Industrial Classification (SIC) numbers.

A seller making sales, licenses, leases, or rentals of products or services subject to state sales tax, that meet both of the conditions above must charge, collect, report, and remit the premier resort area tax to the Department of Revenue.

SIC Code	Type	Description
5311	Department Stores	Retail stores generally carrying a general line of apparel, such as suits, coats, dresses, and furnishings; home furnishings, such as furniture, floor coverings, curtains, draperies, linens, and major household appliances; and housewares, such as table and kitchen appliances, dishes, and utensils. These stores must carry men's and women's apparel and either major household appliances or other home furnishings. These and other merchandise lines are normally arranged in separate sections or departments with the accounting on a departmentalized basis. The departments and functions are integrated under a single management. The stores usually provide their own charge accounts, deliver merchandise, and maintain open stocks. These stores normally have 50 employees or more. Establishments which sell a similar range of merchandise with less than 50 employees are classified in Industry 5399. Establishments which do not carry these general lines of merchandise are classified according to their primary activity.
5331	Variety Stores	Establishments primarily engaged in the retail sale of a variety of merchandise in the low and popular price ranges. Sales usually are made on a cash-and-carry basis, with the open-selling method of display and customer selection of merchandise. These stores generally do not carry a complete line of merchandise, are not departmentalized, do not carry their own charge service, and do not deliver merchandise.

SIC Code	Type	Description
5399	Miscellaneous General Merchandise Stores	Establishments primarily engaged in the retail sale of a general line of apparel, dry goods, hardware, housewares or home furnishings, groceries, and other lines in limited amounts. Stores selling commodities covered in the definition for department stores, but normally having less than 50 employees, and stores usually known as country general stores are included in this industry. Establishments primarily engaged in the retail sale of merchandise by television, catalog and mail-order are classified in Industry 5961.
5441	Candy, Nut, and Confectionary Stores	Establishments primarily engaged in the retail sale of candy, nuts, popcorn, and other confections.
5451	Dairy Product Stores	Establishments primarily engaged in the retail sale of packaged dairy products to over-the-counter customers. Ice cream and frozen custard stands are classified in Industry 5812, and establishments selling ice cream and similar products from trucks or wagons are classified in Industry 5863. Establishments primarily engaged in processing and distributing milk and cream are classified in Manufacturing, Industry Group 202.
5461	Retail Bakeries	Establishments primarily engaged in the retail sale of bakery products. The products may be purchased from others or made on the premises. Establishments manufacturing bakery products for the trade are classified in Manufacturing, Industry Group 205, and those purchasing bakery products and selling house-to-house are classified in Industry 5963.
5499	Miscellaneous Food Stores	Establishments primarily engaged in the retail sale of specialized foods, not elsewhere classified, such as eggs, poultry, health foods, spices, herbs, coffee, and tea. The poultry stores may sell live poultry, slaughter and clean poultry for their own account, and sell dressed fowls, or sell fowls cleaned and dressed by others.
5541	Gasoline Service Stations	Gasoline service stations primarily engaged in selling gasoline and lubricating oils. These establishments frequently sell other merchandise, such as tires, batteries, and other automobile parts, or perform minor repair work. Gasoline stations combined with other activities, such as grocery stores, convenience stores, or carwashes, are classified according to the primary activity.
5611	Men's and Boys' Clothing and Accessory Stores	Establishments primarily engaged in the retail sale of men's and boys' ready-to-wear clothing and accessories.

<b>SIC Code</b>	<b>Type</b>	<b>Description</b>
5621	Women's Clothing Stores	Establishments primarily engaged in the retail sale of a general line of women's ready-to-wear clothing. This industry also includes establishments primarily engaged in the specialized retail sale of women's coats, suits, and dresses. Custom tailors primarily engaged in making women's clothing to individual order are classified in Industry 5699.
5632	Women's Accessory and Specialty Stores	Establishments primarily engaged in the retail sale of women's clothing accessories and specialties, such as millinery, blouses, foundation garments, lingerie, hosiery, costume jewelry, gloves, handbags, and furs (including custom made furs).
5641	Children's and Infants' Wear Stores	Establishments primarily engaged in the retail sale of children's and infants' clothing, furnishings, and accessories. Such establishments may specialize in either children's or infants' wear or they may sell a combination of children's and infants' wear.
5651	Family Clothing Stores	Establishments primarily engaged in the retail sale of clothing, furnishings, and accessories for men, women, and children, without specializing in sales for an individual sex or age group.
5661	Shoe Stores	Establishments primarily engaged in the retail sale of men's, women's, and children's footwear, including athletic footwear: These establishments frequently carry accessory lines, such as hosiery, gloves, and handbags.
5699	Miscellaneous Apparel and Accessory Stores	Establishments primarily engaged in the retail sale of specialized lines of apparel and accessories, not elsewhere classified, such as uniforms, bathing suits, raincoats, riding apparel, sports apparel, umbrellas, wigs, and toupees. This industry also includes custom tailors primarily engaged in making and selling men's and women's clothing, except fur apparel. Establishments primarily engaged in making fur apparel to custom order are classified in Industry 5632.
5812	Eating Places	Establishments primarily engaged in the retail sale of prepared food and drinks for on-premise or immediate consumption. Caterers and industrial and institutional food service establishments are also included in this industry.
5813	Drinking Places	Establishments primarily engaged in the retail sale of alcoholic drinks, such as beer, ale, wine, and liquor, for consumption on the premises. The sale of food frequently accounts for a substantial portion of the receipts of these establishments.

SIC Code	Type	Description
5912	Drug Stores and Proprietary Stores	Establishments engaged in the retail sale of prescription drugs, proprietary drugs, and nonprescription medicines, and which may also carry a number of related lines, such as cosmetics, toiletries, tobacco, and novelty merchandise. These stores are included on the basis of their usual trade designation rather than on the stricter interpretation of commodities handled. This industry includes drug stores which also operate a soda fountain or lunch counter.
5921	Liquor Stores	Establishments primarily engaged in the retail of packaged alcoholic beverages, such as ale, beer, wine, and liquor, for consumption off the premises. Stores selling prepared drinks for consumption on the premises are classified in Industry 5813.
5941	Sporting Goods Stores and Bicycle Shops	Establishments primarily engaged in the retail sale of sporting goods, sporting equipment, and bicycles, bicycle parts, and accessories. Retail establishments primarily engaged in selling motorized bicycles are classified in Industry 5571, and those engaged in the retail sale of athletic footwear are classified in Industry 5661. Establishments primarily engaged in repairing bicycles are classified in Services, Industry 7699, and those renting bicycles are classified in Industry 7999.
5942	Bookstores	Establishments primarily engaged in the retail sale of new books and magazines. Establishments primarily engaged in the retail sale of used books are classified in Industry 5932.
5943	Stationery Stores	Establishments primarily engaged in the retail sale of stationery, such as paper and paper products (including printing and engraving), postcards, and paper novelties. These establishments may also sell additional lines of office type supplies, such as accounting and legal forms, blank books and forms, and office forms and supplies. Establishments primarily engaged in selling office forms and supplies are classified in Wholesale Trade, Industry 5112. Establishments primarily engaged in the retail sale of greeting cards are classified in Industry 5947.
5944	Jewelry Stores	Establishments primarily engaged in the retail sale of any combination of the lines of jewelry, such as diamonds and other precious stones mounted in precious metals as rings, bracelets, and broaches; sterling and plated silverware; and watches and clocks. Stores primarily engaged in watch and jewelry repair are classified in Services, Industry 7631. Establishments primarily engaged in selling costume jewelry are classified in Industry 5632.

<b>SIC Code</b>	<b>Type</b>	<b>Description</b>
5945	Hobby, Toy, and Game Shops	Establishments primarily engaged in the retail sale of toys, games, and hobby and craft kits and supplies. Establishments primarily engaged in selling artists' supplies or collectors' items, such as coins, stamps, and autographs, are classified in Industry 5999.
5946	Camera and Photographic Supply Stores	Establishments primarily engaged in the retail sale of cameras, film, and other photographic supplies and equipment. Establishments primarily engaged in the retail sale of video cameras are classified in Industry 5731 and those engaged in finishing films are classified in Services, Industry 7384.
5947	Gift, Novelty, and Souvenir Shops	Establishments primarily engaged in the retail of combined lines of gifts and novelty merchandise, souvenirs, greeting cards, holiday decorations, and miscellaneous small art goods.
5948	Luggage and Leather Goods Stores	Establishments primarily engaged in the retail sale of luggage, trunks, and leather goods.
5949	Sewing, Needlework, and Piece Goods Stores	Establishments primarily engaged in the retail sale of sewing supplies, fabrics, patterns, yarn and other needlework accessories.
5992	Florists	Establishments primarily engaged in the retail sale of cut flowers and growing plants. Establishments primarily engaged in the -retail sale of seeds, bulbs, and nursery stock are classified in Industry 5261, and greenhouses and nurseries primarily engaged in growing seeds, bulbs, flowers, and nursery stock are classified in Agriculture, Industry 0181.
5993	Tobacco Stores and Stands	Establishments primarily engaged in the -retail sale of cigarettes, cigars, tobacco, and smokers' supplies.
5994	News Dealers and Newsstands	Establishments primarily engaged in the retail sale of newspapers, magazines, and other periodicals. Home delivery of newspapers by other than printers or publishers is classified in Industry 5963.
5999	Miscellaneous Retail Stores	Establishments primarily engaged in the retail sale of specialized lines of merchandise, not elsewhere classified, such as artists' supplies; orthopedic and artificial limbs; rubber stamps; pets; religious goods; and monuments and tombstones. This industry also includes establishments primarily engaged in selling a general line of their own or consigned merchandise at retail on an auction basis. Establishments primarily engaged in auctioning tangible personal property of others on a contract or fee basis are classified in Services, Industry 7389.



SIC Code	Type	Description
7011	Hotels and Motels	Commercial establishments, known to the public as hotels, motor hotels, motels, or tourist courts, primarily engaged in providing lodging, or lodging and meals, for the general public. Hotels which are operated by membership organizations and open to the general public are included in this industry. Hotels operated by organizations for their members only are classified in Industry 7041. Apartment hotels are classified in Real Estate, Industry 6513, rooming and boarding houses are classified in Industry 7021; and sporting and recreational camps are classified in Industry 7032.
7032	Sporting and Recreational Camps	Establishments primarily engaged in operating sporting and recreational camps, such as boys' and girls' camps, and fishing and hunting camps. Establishments primarily engaged in operating sports instructional camps, such as baseball, basketball, football, or karate camps, and those operating day camps are classified in Industry 7999.
7033	Recreational Vehicle Parks and Campsites	Establishments primarily engaged in providing overnight or short-term sites for recreational vehicles, trailers, campers, or tents. Establishments primarily engaged in operating residential trailer parks are classified in Real Estate, Industry 6515.
7922	Theatrical Producers (Except Motion Picture) and Miscellaneous Theatrical Services	Establishments primarily engaged in providing live theatrical presentations, such as road companies and summer theaters. This industry also includes services allied with theatrical presentations, such as casting agencies; booking agencies for plays, artists, and concerts; scenery, lighting, and other equipment services; and theatrical ticket agencies. Also included in this industry are producers of live and taped radio programs and commercials and producers of live television programs. Establishments primarily engaged in the production of taped television programs and commercials are classified in Industry 7812. Theaters which are normally rented to theatrical producers and stock companies are classified in Real Estate, Industry 6512. Motion picture theaters and motion picture service industries are classified in Major Group 78.
7929	Bands, Orchestras, Actors, and Other Entertainers and Entertainment Groups	Establishments primarily engaged in operating dinner theaters are classified in Retail Trade, Industry 5812.  Establishments primarily engaged in providing entertainment other than live theatrical presentations. These establishments include bands, orchestras, and entertainers.

<b>SIC Code</b>	<b>Type</b>	<b>Description</b>
7948	Racing, Including Track Operation	Promoters and participants in racing activities, including racetrack operators, operators of racing stables, jockeys, racehorse trainers, and race car owners and operators.
7991	Physical Fitness Facilities	Establishments primarily engaged in operating reducing and other health clubs, spas, and similar facilities featuring exercise and other active physical fitness conditioning, whether or not on a membership basis. Also included in this industry are establishments providing aerobic dance and exercise classes. Sports and recreation clubs are classified in Industry 7997 if operated on a membership basis, and in Industries 7992 or 7999 if open to the general public. Health resorts and spas providing lodging are classified in Major Group 70. Establishments that promote physical fitness through diet control are classed in Industry 7299.
7992	Public Golf Courses	Establishments primarily engaged in the operation of golf courses open to the general public on a contract or fee basis. Membership golf and country clubs are classified in Industry 7997. Miniature golf courses and golf driving ranges are classified in Industry 7999.
7993	Coin-Operated Amusement Devices	Establishments primarily engaged in coin-operated amusement devices, either in their own or in other places of business. Such amusement devices include juke boxes, pinball machines, mechanical games, slot machines, and similar types of amusement equipment. Amusement (including video game) arcades and parlors are also included in this industry.
7996	Amusement Parks	Establishments of the type known as amusement parks and kiddie parks which group together and operate in whole or in part a number of attractions, such as mechanical rides, amusement devices, refreshment stands, and picnic grounds. Amusement concessionaires operating within the park are generally classified in Industry 7999.
7997	Membership Sports and Recreation Clubs	Sports and recreation clubs which are restricted to use by members and their guests. Country, golf, tennis, yacht, and amateur sports and recreation clubs are included in this industry. Physical fitness facilities are classified in Industry 7991.
7999	Amusement and Recreation Services, Not Elsewhere Classified	Establishments primarily engaged in the operation of sports, amusement, and recreation services, not elsewhere classified, such as bathing beaches, swimming pools, riding academies and schools, carnival operation, exposition operation, horse shows, picnic grounds operation, rental of rowboats and canoes, and shooting galleries. Establishments primarily engaged in showing or handling animals at shows or exhibitions are classified in Agricultural Services, Industry Group 075.

Any retailer that would have been classified in one of the industry numbers above, except for the fact that it is a retail outlet for a manufacturer or wholesaler, will be considered to be classified in one of the industry numbers above for purposes of the premier resort area tax.

## 5. How do I report and pay the premier resort area tax?

Use [My Tax Account](#), the department's online filing system to report the premier resort area tax on the Premier Resort Area Tax Return. To use [My Tax Account](#), you will need a logon ID and password. Additional information is available at: [Using My Tax Account](#).

You must file a return for each "reporting period," even if no tax is due for that period. You may download form [instructions](#). The department will immediately acknowledge receipt of returns filed electronically.

## FOR QUESTIONS OR COMMENTS CONTACT:

MS 5-77

WISCONSIN DEPARTMENT OF REVENUE

Customer Service Bureau

PO Box 8949

Madison, WI 53708-8949

Phone: (608) 266-2776

Fax: (608) 327-0232

Email additional questions to [DORBusinessTax@wisconsin.gov](mailto:DORBusinessTax@wisconsin.gov)

October 4, 2018

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## Premier Resort Tax Discussion Points

October 28, 2013

Smithsonian Magazine rated Baraboo as the #4 “Best Small Town in America to visit” in its April 2013 travel issue edition. The parameters they looked for were “communities under 15,000 population that have exceptional concentrations of museums, art galleries, orchestras, theatres, historic sites and other cultural blessings.”

As Such, the City proposes to further develop its tourism base in the future by improving the access to and the area around its main tourist attractions: Circus World Museum, the Al Ringling Theatre, International Crane Foundation, Aldo Leopold Legacy Center and Shack, the Historic Downtown Area, the Baraboo River, the Sauk County Historical Society and buildings, and Devil’s Lake State Park. New attractions under construction include an Artisan Distillery and Boutique Hotel on Water Street. In addition, a day spa is also being proposed along the riverfront. There is a large need for improved road and pedestrian access improvements along major highways into these facilities and improvement of parking along the Baraboo downtown area and along the Baraboo River.

The City also recognizes there is an important need to support Circus World and to make sure the municipal infrastructure and facilities are there to help our citizens and for the tourists who visit Baraboo. The way for the City to provide this support is to use funds from a Premier Resort Tax for the purpose of improving roads, public facilities, building parking facilities, pedestrian paths, footbridges and improving the river corridor areas that are directly related to Circus World. The City could improve the road and pedestrian connections with Devil’s Lake State Park along Hwy 123 up to our city limits which stop just short of Devil’s Lake State Park.

Some of the projects envisioned to be a part of this future work include, the South Blvd. reconstruction (Business Hwy 12), completion of the Baraboo Riverwalk Trail System, improvement of and restoration of the river corridor and improvement of other streets, parking lots and pedestrian areas in the downtown section and riverfront area adjacent to Circus World. In addition, STH 33 (8<sup>th</sup> Street) will require reconstruction in the next several years.

With the Highway 12- bypass scheduled to open in 2017, the tax can also be used for self-promotion of our community with billboards on the bypass as well as the interstate. Other marketing strategies will also be developed to help promote our community.

Wisconsin Code Chapter 66.1113 has created the Premier Resort Area option for cities to underwrite infrastructure expenses if at least 40% of the equalized assessed value of the taxable property within such political subdivision is used by tourism-related retailers. The City’s current value of tourism related retail property is approximately 30% but that does not include Circus World or the value of other tax exempt properties. The Baraboo City Council feels the Premier Resort Tax is worth exploring further and has directed staff to gather additional information and contact legislators to determine further details on the requirements. The PRA designation allows for a ½ cent tax on specific tourism related items as identified in Chapter 77.994. Funds can only be used in the jurisdiction of a PRA community. The State has also written specific exceptions into the code for the cities of Eagle River and Bayfield so these cities could qualify under this

statute even though they don't meet the 40% rule. This is currently in place in Wisconsin Dells and Lake Delton. The City of Baraboo would also offer to cooperate with the Village of West Baraboo if they would like to work on this concept in a joint effort.

### Background

The City of Baraboo recognizes the importance of tourism and other visitors to the community, to the Village of West Baraboo and to Sauk County. The tourist attractions related directly to Baraboo are Circus World Museum, Ochsner Park/Zoo, Sauk County Fair Grounds, Baraboo River, Al Ringling Theater, Al Ringling Home, the Van Orden Mansion which houses the Sauk County Historical Society, Lake States Railway Museum, International Clown Hall of Fame, our historic downtown area Ice Age Trail and Devils Lake State Park. Nearby tourist attractions within 20 minutes drive include Wisconsin Dells/Lake Delton, Wisconsin River, , Mirror Lake State Park, Natural Bridge State Park, Rocky Arbor State Park, Tower Hill State Park, Wollersheim Winery, Frank Lloyd Wright's Taliesin Home in Spring Green, the Ho-Chunk Casino, the 400 trail in Reedsburg, International Crane Foundation, Aldo Leopold Legacy Center and Shack, Mid-Continent Railway, Van Hise Rock and the Wisconsin Heights Battlefield. Other attractions in the area that bring tourism to Baraboo are five County Parks plus, ornithologists regularly use Parfrey's Glen and Pewitts Nest State Nature Areas. New attractions under construction or being planned are an Artisan Distillery, Boutique Hotel and a Day Spa.

In 2013 a hugely successful Circus Heritage Days Parade was held in the downtown area and it is expected to continue yearly. The Wisconsin State Historical Society owns Circus World Museum and related properties. It is the only state owned facility of its kind that is not receiving operating funds from the State... There is a separate foundation established for the purpose of operating the Circus World Museum. The former annual Great Circus Parade in Milwaukee, put on by Circus World was the primary fund raising activity for this foundation. The City of Baraboo is responsible for maintaining the streets, parking lots and other properties in the downtown area adjacent to Circus World Museum. The City has developed long term capital plans for the improvement of the streets and highways in the community. These plans include cooperative projects with the State of Wisconsin for improvement of Business Hwy 12 (South Blvd). A future project will be the reconstruction of STH 33 (8<sup>th</sup> Street) as it runs through the city. The City has also prepared plans for the redevelopment of the Baraboo River corridor that partially runs through the Circus World Museum grounds and has worked with the Department of Natural Resources in the creation of a walking trail along the river which has been incorporated as part of the Ice Age Trail system in the state.

This is the background on why the City of Baraboo is considering the Premier Resort Tax. The City will be gathering information on local sales in order to estimate the potential tax receipts and then further refining the existing capital program to operate within those revenues. This would potentially mean a reduction in local property taxes that have otherwise supported the City's capital projects in the past, as well as to provide funds to properly advertise our community...

**REPORT OF BUILDING INSPECTION**  
**Construction, Plumbing, Electrical, HVAC, Commercial**  
**SEPTEMBER**

PERMIT TYPE	2018						2019					
	ISSUED	YTD	EST COST	YTD	FEES	YTD	ISSUED	YTD	EST COST	YTD	FEES	YTD
Commercial, New	0	1	\$0.00	\$800,000.00	\$0.00	\$2,272.63	0	1	\$0.00	\$960,000.00	\$0.00	\$2,806.06
Commercial Addition	0	2	\$0.00	\$1,057,895.00	\$0.00	\$1,342.74	2	4	\$99,000.00	\$221,000.00	\$728.80	\$1,515.00
Commercial, Alterations	2	17	\$110,000.00	\$1,482,357.00	\$1,195.00	\$9,150.61	6	27	\$110,000.00	\$3,217,131.00	\$1,755.00	\$12,530.92
Commercial, Razing	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00
Residential , New SF	2	15	\$325,000.00	\$2,935,956.00	\$1,691.61	\$13,123.02	2	6	\$430,000.00	\$1,461,000.00	\$1,652.58	\$5,473.88
Residential, New Duplex	0	3	\$0.00	\$880,000.00	\$0.00	\$2,887.54	0	1	\$0.00	\$250,000.00	\$0.00	\$1,096.30
Residential, Additions	1	10	\$20,274.00	\$317,799.00	\$100.00	\$1,453.80	0	4	\$0.00	\$147,750.00	\$0.00	\$477.97
Residential Remodel	2	25	\$2,000.00	\$520,563.00	\$150.00	\$2,778.83	4	40	\$70,295.00	\$529,578,295.00	\$501.27	\$3,938.14
Residential, Accessory Razing	2	4	\$0.00	\$0.00	\$60.00	\$120.00	0	1	\$0.00	\$0.00	\$0.00	\$30.00
Residential Dwelling Razing	0	1	\$0.00	\$0.00	\$0.00	\$30.00	0	1	\$0.00	\$0.00	\$0.00	\$30.00
Roofing/Siding/Windows	38	219	\$530,676.00	\$2,854,193.00	\$3,208.00	\$17,985.00	24	152	\$295,777.00	\$1,891,080.00	\$1,884.00	\$11,555.00
Garage/Sheds/Deck/Fence	6	50	\$22,000.00	\$218,061.00	\$360.00	\$3,150.00	6	58	\$20,100.00	\$276,556.00	\$360.00	\$3,915.00
Multi-Family Units	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00
Plumbing Only	1	4	\$3,000.00	\$89,067.00	\$60.00	\$240.00	0	1	\$0.00	\$5,000.00	\$0.00	\$60.00
Electrical Only	1	40	\$1,000.00	\$278,363.00	\$60.00	\$2,740.00	4	35	\$5,315.00	\$115,629.00	\$280.00	\$1,288.00
HVAC Only	0	4	\$0.00	\$25,353.00	\$60.00	\$240.00	0	5	\$0.00	\$44,800.00	\$0.00	\$300.00
Sign Permits	3	20	\$1,600.00	\$20,100.00	\$180.00	\$1,590.00	2	18	\$3,000.00	\$33,800.00	\$120.00	\$1,410.00
Misc. Permits	0	5	\$0.00	\$70,000.00	\$0.00	\$210.00	1	7	\$10,000.00	\$85,500.00	\$150.00	\$630.00
<b>TOTALS</b>	<b>58</b>	<b>420</b>	<b>\$1,015,550.00</b>	<b>\$11,549,707.00</b>	<b>\$7,124.61</b>	<b>\$59,314.17</b>	<b>51</b>	<b>361</b>	<b>\$1,043,487.00</b>	<b>\$538,287,541.00</b>	<b>\$7,431.65</b>	<b>\$47,056.27</b>

City of Baraboo  
 Airport Fund 630  
 Balance Sheets  
 September 30, 2019 and December 31, 2018

Assets:	<u>September 30, 2019</u>	<u>December 31, 2018</u>
<b><i>Current Assets:</i></b>		
Cash	\$ 67,698.66	\$ 34,687.26
Deferred Assessment Offset	(1,721.00)	(1,721.00)
Accounts Receivable	2,338.59	3,421.63
Prepaid Expenses	-	2,471.87
Advance to Airport Capital Fd	-	-
<b><i>Total Current Assets</i></b>	<u>68,316.25</u>	<u>38,859.76</u>
<b>Total Assets</b>	<u><u>\$ 68,316.25</u></u>	<u><u>\$ 38,859.76</u></u>
<b>Liabilities and Fund Equity:</b>		
<b><i>Liabilities:</i></b>		
Accounts Payable	\$ -	\$ 5,113.81
Deferred Revenue	-	60.92
Advance from General	-	-
<b><i>Total Liabilities</i></b>	<u>-</u>	<u>5,174.73</u>
<b><i>Fund Equity:</i></b>		
Fund Balance	31,213.16	(2,471.87)
Non-Spendable Prepaid Expenses	2,471.87	2,471.87
Net Revenues/(Expenditures)	34,631.22	33,685.03
<b><i>Total Fund Equity</i></b>	<u>68,316.25</u>	<u>33,685.03</u>
<b>Total Liabilities and Fund Equity</b>	<u><u>\$ 68,316.25</u></u>	<u><u>\$ 38,859.76</u></u>

**City of Baraboo**  
**Airport Fund 630**  
**Income Statement with Comparison to Budget**  
**For The Nine Months Ending September 30, 2019**

<b>Revenues:</b>	<b>Current Month</b>	<b>Year to Date</b>	<b>Budget</b>	<b>Percentage of Budget</b>
Federal Transportation Grant	\$ -	\$ -	\$ -	-
Local Transportation Aid	-	-	-	-
Gas Sales	1,194.99	7,319.32	6,100.00	119.99
Landing Fee	406.41	3,092.25	4,000.00	77.31
Appropriations_ County	-	4,100.00	4,100.00	100.00
Appropriations- Owners	-	70,350.00	70,350.00	100.00
Interest on Investments	-	97.06	700.00	13.87
Rents and Leases	1,457.34	13,116.06	18,000.00	72.87
Ag Land Rental	-	16,200.00	14,000.00	115.71
Hangar Lot Lease	759.68	25,863.34	20,000.00	129.32
Hangar Keeper Fee	-	-	-	-
Hangar rental	-	-	-	-
Sale of Assets	-	-	5,000.00	-
Insurance Recoveries	-	-	-	-
Refund of Prior Years Expense	-	-	-	-
Miscellaneous Income	-	1,563.54	200.00	781.77
Proceeds from Notes	-	-	-	-
Fund Balance Applied	-	-	-	-
<b>Total Revenues</b>	<b>\$ 3,818.42</b>	<b>\$ 141,701.57</b>	<b>\$ 142,450.00</b>	<b>99.47</b>

**Expenditures:**

***Airport***

Wages	\$ 177.92	\$ 5,116.04	\$ 9,750.00	52.47
Social Security	12.76	375.36	726.00	51.70
Retirement	14.13	406.88	775.00	52.50
Health Insurance	55.20	862.44	1,528.00	56.44
Life Insurance	-	-	3.00	-
Income Continuation	-	-	18.00	-
Contracted Services	3,470.41	31,233.69	41,500.00	75.26
Publishing	-	37.54	-	-
Professional Services	-	10,305.00	5,000.00	<b>206.10</b>
Telephone	61.07	482.50	750.00	64.33
Electricity	540.84	4,495.92	6,700.00	67.10
Heat	16.51	1,041.64	800.00	<b>130.21</b>
Repair & Maint Serv-Equipment	572.78	10,254.06	9,627.00	<b>106.51</b>
Fuel Station Maintenance	218.00	493.50	2,200.00	22.43
Repair & Maint Serv-Buildings	-	-	873.00	-
Special Services	-	2,285.25	2,200.00	<b>103.88</b>
DOT Maintenance Agreement	-	-	-	-
Repair & Maint Serv-Facilities	-	-	4,000.00	-
Snow Removal & Mowing	-	-	-	-



City of Baraboo  
Airport Fund 630  
Income Statement with Comparison to Budget (Continued)  
For The Nine Months Ending September 30, 2019

Expenditures (Continued):	Current Month	Year to Date	Budget	Percentage of Budget
<b><i>Airport (Continued)</i></b>				
Lighting Repairs	-	-	3,100.00	-
Runway & Taxi Repairs	-	700.00	5,000.00	14.00
Road Repair	-	-	-	-
Other Contracted Services	-	-	-	-
Office Supplies	-	26.60	50.00	53.20
Publications. Training. Dues	-	-	240.00	-
Travel	-	-	60.00	-
Operating Supplies	-	-	300.00	-
Gas. Diesel. Oil. Grease	(135.31)	3,399.36	4,500.00	75.54
Repair & Maint Materials	-	448.60	2,000.00	22.43
Repair & Maint - Buildings	-	-	3,500.00	-
Other Supplies & Expense	-	-	2,500.00	-
Small Equipment Purchase	-	-	500.00	-
Insurance	-	8,155.97	7,300.00	111.73
Rents and Leases	-	-	-	-
Depreciation	-	-	-	-
Extraordinary Expense	-	-	-	-
Equipment Purchases	-	26,950.00	26,950.00	100.00
Land or Land Improvements	-	-	-	-
Building Improvements	-	-	-	-
Facilities Improvements	-	-	-	-
Equipment Replacement	-	-	-	-
Cost Allocation	-	-	-	-
<b>Total Airport</b>	<b>\$ 5,004.31</b>	<b>\$ 107,070.35</b>	<b>\$ 142,450.00</b>	<b>75.16</b>
<b><i>Principal on Notes</i></b>				
Principal	\$ -	\$ -	\$ -	-
<b>Total Principal on Notes</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>
<b><i>Interest on Notes</i></b>				
Interest	\$ -	\$ -	\$ -	-
Cost Reallocation	-	-	-	-
<b>Total Interest on Notes</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>
<b>Total Expenditures</b>	<b>\$ 5,004.31</b>	<b>\$ 107,070.35</b>	<b>\$ 142,450.00</b>	<b>75.16</b>
<b>Net Revenues/(Expenditures)</b>	<b>\$ (1,185.89)</b>	<b>\$ 34,631.22</b>	<b>\$ -</b>	

City of Baraboo  
 Airport Capital Imprvmnt Fund Fund 632  
 Balance Sheets  
 September 30, 2019 and December 31, 2018

Assets:	<u>September 30, 2019</u>	<u>December 31, 2018</u>
<b><i>Current Assets:</i></b>		
Cash	\$ 76,492.18	\$ 70,689.81
Due from State	56,695.26	56,695.26
Due from Other Cities. Village	-	-
<b><i>Total Current Assets</i></b>	<u>133,187.44</u>	<u>127,385.07</u>
<b>Total Assets</b>	<u><u>\$ 133,187.44</u></u>	<u><u>\$ 127,385.07</u></u>
 <b>Liabilities and Fund Equity:</b>		
<b><i>Liabilities:</i></b>		
Accounts Payable	\$ -	\$ 2,616.65
Due to State	-	-
Advance from Airport Operating	-	-
<b><i>Total Liabilities</i></b>	<u>-</u>	<u>2,616.65</u>
 <b><i>Fund Equity:</i></b>		
Fund Balance	124,768.42	(210,855.99)
Net Revenues/(Expenditures)	8,419.02	335,624.41
<b><i>Total Fund Equity</i></b>	<u>133,187.44</u>	<u>124,768.42</u>
<b>Total Liabilities and Fund Equity</b>	<u><u>\$ 133,187.44</u></u>	<u><u>\$ 127,385.07</u></u>

**City of Baraboo**  
**Airport Capital Imprvmnt Fund Fund 632**  
**Income Statement with Comparison to Budget**  
**For The Nine Months Ending September 30, 2019**

<b>Revenues:</b>	<b>Current Month</b>	<b>Year to Date</b>	<b>Budget</b>	<b>Percentage of Budget</b>
Federal Transportation Grant	\$ -	\$ -	\$ 150,000.00	-
Local Transportation Aid	-	-	8,333.00	-
Appropriations	-	-	-	-
Appropriations- City	-	4,167.00	-	-
Airport Appropriations-Owners	-	4,167.00	8,334.00	50.00
Interest on Investments	-	85.02	-	-
Sale of Assets	-	-	-	-
Insurance Recoveries	-	-	-	-
Refund of Prior Years Expense	-	-	-	-
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ 8,419.02</b>	<b>\$ 166,667.00</b>	<b>5.05</b>
<b>Expenditures:</b>				
<b><i>Interest on Notes</i></b>				
Interest	-	-	-	-
<b><i>Total Interest on Notes</i></b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>
<b><i>Capital Losses</i></b>				
Other Supplies & Expense	-	-	-	-
<b><i>Total Capital Losses</i></b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>
<b><i>Airport</i></b>				
Wages	-	-	-	-
Social Security	-	-	-	-
Retirement	-	-	-	-
Health Insurance	-	-	-	-
Equipment Purchases	-	-	-	-
Land or Land Improvements	-	-	-	-
Building Improvements	-	-	-	-
Facilities Improvements	-	-	166,667.00	-
Facilities Improvements-Contra	-	-	-	-
<b><i>Total Airport</i></b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 166,667.00</b>	<b>-</b>
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 166,667.00</b>	<b>-</b>
<b>Net Revenues/(Expenditures)</b>	<b>\$ -</b>	<b>\$ 8,419.02</b>	<b>\$ -</b>	

**Members Present:** Petty, Thurow, Sloan

**Absent:**

**Others Present:** Mayor Palm, Adm. Geick, E. Truman, B. Zeman, C. Haggard, M. Hardy, Rob Nelson

**Call to Order** –Ald. Petty called the meeting to order at 6:15 p.m. noting compliance with the Open Meeting Law.

Moved by Sloan, seconded by Thurow to approve the minutes of September 10, 2019 and carried unanimously.

Moved by Sloan, seconded by Thurow to approve the agenda. Motion carried unanimously.

### **Action Items**

- a) **Accounts Payable** – Moved by Sloan seconded by Thurow to recommend to Council for approval of the accounts payable for **\$381,670.54**. Motion carried unanimously.
- b) **Approve the 2019-2020 Pierce Park Pavilion Lease with South Central Cyclones Hockey Club and waiving rent payments.** M. Hardy noted that this is an annual request for a 6 month lease that runs from October 15<sup>th</sup>, 2019 to April 14, 2020. Atty. Truman revised the lease to include the High School Hockey Team using the rink under this lease as well; allows the Cyclones Hockey to recoup their costs from the Hockey Team. Moved by Sloan, seconded by Thurow to recommend to Council for action. Motion carried unanimously.
- c) **Approve 2020 Parks & Recreation Seasonal Wage Rates** M. Hardy presented the 2020 seasonal rates and noted that the only changes for 2020 are increases to the Office Assist, Civic Center weekend maintenance, and the parks maintenance. Moved by Sloan, seconded by Thurow to recommend to Council for action. Motion carried unanimously.
- d) **Approve acceptance of \$25,000 from the Don Pierce family in exchange for the naming of field #5 at Pierce Park “Don Pierce Field”.** M. Hardy explained that the Baraboo Thunder has been funding field #5; they were approached by the Pierce family with an offer of a \$25,000 donation for improvements to the field with the condition that the field is named the “Don Pierce Field”. This does meet the 1/3 donation policy requirement. Moved by Sloan, seconded by Thurow to recommend to Council for action. Motion carried unanimously.
- e) **Award a contract for Taxi Services to Abby Vans effective January 1, 2020.** C. Haggard explained that the shared ride taxi service will expire on December 31, 2019. Following the WI Dept. of Transportation guidelines, we did go out for RFP’s. Because the technical score was so close, C. Haggard did not that she requested best and final offers from both vendors. Based on both the technical score and pricing, she is recommending Abby Vans for the 5 year agreement; 2 base years and 3 – 1 year options. Moved by Sloan, seconded by Thurow to recommend Abby Vans to Council for action. Motion carried unanimously.

### **Informational Items**

- City Attorney’s report on insurance claims – None.
- Review and discussion of rate of pay for the City’s elected officials. Ald. Petty noted that he has brought this before the committee before and would like to bring this up for discussion again. He would like the committee to consider an increase of \$100 per month for elected alderpersons and would like to recommend increasing the Mayor’s budget for attending events to \$3600. Ald. Petty feels this would allow the Mayor not use his own finances to attend public events on behalf of the City. The Mayor noted that the budget now includes a line item for this.

**Adjournment** – Moved by Sloan, seconded by Thurow and carried to adjourn at 6:34pm.

Brenda Zeman, City Clerk

## **Minutes**

### **Baraboo District Ambulance Service Special Meeting of the Members**

#### **Call to Order & Roll Call**

- The July 24, 2019 Special Members meeting of the Baraboo District Ambulance Service was called to order by the Town of Baraboo at 8:33 pm.
- Members present: City of Baraboo (Petty), Town of Baraboo (Puttkamer), Town of Fairfield (Otto)
- Also present were: St. Clare Hospital (Kitkowski), Sloan, Stieve, Wedekind, Maffei, Palm, Geick, Sechler, Rago, Johnson, Koepp, Larson, N. Rago, Seefeld, Snow, Vande Hei, Willer, Media
- The Town of Baraboo noted that the meeting had been posted in compliance with the Open Meeting Law.

#### **Public Invited to Speak**

- No public comments

#### **Reports & Correspondence**

- None

#### **New Business**

- It was determined that a quorum of the Members did not exist. Discussion was held on the topic of establishing a Line of Credit with Baraboo State Bank; however no official action was recorded at this meeting.

#### **Member Comments & Future Agenda Items**

- None

#### **Adjournment**

- The meeting was adjourned by the Town of Baraboo at 8:45 pm.

Respectfully Submitted,

Dana Sechler, Chief / EMS Director  
Baraboo District Ambulance Service

BARABOO BUSINESS IMPROVEMENT DISTRICT (BID) Promotions/Personnel Committee Meeting

Sept 17, 2019 Members Present: T. Wickus, S. Brunker, B. Stelling

Member Absent: L. Steffes, S. Fay

Call to Order: Chairman Wickus presided over the meeting, called it to order at 9:07 A.M., and noted compliance with the Open Meeting Law.

Minutes: Moved by, Stelling seconded by Brunker, and unanimously carried to approve the minutes of the April 9, 2019 meeting.

Agenda: Moved by Stelling seconded by Brunker, and unanimously carried to approve the agenda as published.

Old Business: None

New Business: Moved by, Fay seconded by Stelling to approve the following marketing items

Creation of Facebook posts and paid boosts to those posts along with Facebook Live posts

Book musicians for 5 Farmer's Market Saturdays starting 09/21/19.

Spend the remaining Image Advertising budget on a combination of a 4<sup>th</sup> qtr Billboard campaign and WI Public Radio.

2020 Promotions Budget (PROPOSED)

**PROPOSED EXPENSES FOR PROMOTIONS**

Downton Baraboo Light Parade	\$3,000.00
Downton Baraboo Holiday Advertising	\$2,000.00
Advertising DBI Event Coordinate Support	\$3,000.00
Devil's Lake Advertising	\$1,500.00
Farmer's Market	\$2,000.00
<u>Image Adv Campaign</u>	<u>\$9,000.00</u>
<b>Total</b>	<b>\$20,500.00</b>

Adjournment: Moved by Stelling, seconded by Brunker and unanimously carried to adjourn at 10:05 A.M. Respectfully submitted, Todd Wickus Promotions Chairperson

# **Baraboo Economic Development Commission**

## **Meeting Minutes**

### **September 5, 2019**

#### **I. Call to Meeting to Order and Note Compliance with Open Meeting Law**

Chair John Alt called the meeting to order at 5:30 PM at the Baraboo Municipal Building, room 205, 101 South Blvd., Baraboo, WI. The meeting was noticed in conformance with Wisconsin State Statutes regarding open meetings.

#### **II. Roll Call**

Present: Alt, Bowers, Ayar, Caflisch (5:33), Johnson, Mueller (5:35), Palm, Ryan, Taylor, Walczak, Wastlund, White

Absent: Reppen

Other: Ed Geick, Patrick Cannon

#### **III. Approve Agenda**

Motion to approve the agenda as presented

Bowers (1); Taylor (2)

Aye: All via voice vote

Nay: None

#### **IV. Approve Minutes**

Motion to approve the minutes for August 1, 2019

Palm (1); White (2)

Aye: All via voice vote

Nay: None

#### **V. Public Comment**

Introduction of new BEDC members Lori Mueller & Laura Walczak

Ms. Walczak gave a brief presentation on the economic benefit of having St. Clare Hospital in the community. She indicated that through a recent independent study, their employment of over 400 people has a total economic impact on the community totally over \$107,000,000. She further indicated that the continued use of the hospital is vital to the community as it serves as a large economic driver. While their main sources of revenue are from Medicare and Dean Health Plan, they continue to serve everyone.

#### **VI. Old Business**

##### **a. Updates on Development Activities**

- Dr. Ayar indicated that everything is running well on campus, and that enrollment has a slight decline.
- Mr. Geick indicated the City is working with a potential developer for the 325 Lynn St. site. He also indicated that the City Council met to draft their upcoming goals for 2020. The Council still reviewing the Fire/EMS and Library capital requests. A special audit of the ambulance service has been authorized by the City Council.
- Ms. Mueller gave an update on the impact of the schools on the local economy. She also gave a brief update on the school enrollment and other relevant information.
- Mr. White that the SCDC is scheduling their Fall Forum for November 7, 2019. In addition, the SCDC Housing Postcard will be issued soon. He also gave an update on the Teacher Tours.
- Mayor Palm updated on Plan Commission items, 1208 9<sup>th</sup> St. has asked for a rezoning. Also, the application to rezone the Wild Apples site was denied. The Mayor also updated on the State transportation funding. And the City is looking at a city wide reassessment in the near future.
- Mr. Taylor said that bank is having a very good year.

- Ms. Caflisch updated on the Chamber activities and how the new staff is moving forward. They are looking at an Octoberfest for 2020.
- Ms. Ryan updated the committee on their plans for renewable energy and how they are working with Alliant Energy. They are also looking to hold a panel discussion in the near future at the Library.

**VII. New Business**

**a. Consideration and discussion of changing the date and time for the November 7, 2019 meeting**

It was noted that the November meeting conflicts with the SCDC Fall Forum event. SCDC has asked that BEDC change the meeting night to allow for BEDC members to attend.

After reviewing the request, the Commission decided to cancel the November meeting to avoid having to reschedule.

Motion: To cancel the November, 2019 BEDC meeting

Taylor (1); Ayar (2)

Aye: All

Nay: None

**VII. Update Partner Presentation Schedule**

Mr. Bowers indicated that he will be looking to hold a meeting at the Clarion Hotel to see their renovations.

**VIII. Commissioner and City Staff comments**

Mayor Palm provided a recent article by the Wisconsin League of Municipalities outlining the State Budget.

**IX. Adjournment**

Motion to adjourn the meeting was made at 6:10 pm.

Wastlund (1); Taylor (2)

Aye: All via voice vote

Nay: None

John Alt  
Chairperson

Patrick Cannon  
Recorder



**MINUTES of the BARABOO BUSINESS IMPROVEMENT DISTRICT (BID)  
BOARD OF DIRECTOR'S MEETING**

**September 18, 2019**

**Members Present:** S. Fay, N. Marklein Bacher, T. Wickus, S. Brunker, L. Steffes, B. Stelling

**Members Absent:** H. Kierzek, S. Byberg, T. Sloan

**Others Noticed:** Ed Geick

**Call to Order:** Sarah Fay presided over the meeting, called it to order at 5:51 PM and noted compliance with the Open Meeting Law.

**Meeting Minutes:**

Moved by Wickus, seconded by Brunker and unanimously carried to approve the minutes of August 21, 2019.

**Agenda:** Moved by Steffes, seconded by Wickus and unanimously carried to approve the agenda as published.

**Reports of Officers and Committies**

**President:**

- Lacey resigning from board at end of October and has a list of potential replacements. Potential replacement must be a building owner.

**Appearance:**

- Met for 2020 budget.

**Parking:**

- Met for 2020 budget; Retained new contractor for weed removal

**Promotions:**

- Met for 2020 budget; Discussed social media advertising; Booked musicians for 5 Saturdays of Farmers Markets; Discussed 4<sup>th</sup> quarter billboard campaign and public radio for 2019

**New Business:**

- Vouchers:

City of Baraboo	\$	319.58
Willy Deppe-Watering		2,275.00
Baker Tilly		1,600.00
Baraboo Area Chamber of Commerce-Branding Initiative		5,000.00
Farmer's Market – Misc.		<u>63.69</u>

**TOTAL: \$ 9,258.27**

Moved by Wickus, seconded by Stelling to approve vouchers and unanimously carried.

- **2020 Budget** – Approved budget as amended (See separate sheet) Moved by Wickus, seconded by Stelling.

1. **Next Meeting:** Wednesday, October 16, 2019 at 5:45pm, Committee Room #205.

**Adjournment:** Moved by Stelling, seconded by Steffes to adjourn at approximately 6:51 p.m.

Respectfully submitted, Nicole Marklein Bacher

## Minutes of Plan Commission Meeting September 17, 2019

**Call to Order** – Phil Wedekind called the meeting of the Commission to order at 5:15 PM.

**Roll Call** – Present were Phil Wedekind, Dennis Thurow, Roy Franzen, Pat Liston, Jim O'Neill, Tom Kolb, and Dee Marshall.

Also in attendance were Tom Pinion, David Mitchell, Tom Turbett, Barb Bates, Laurette Greenhalgh, and Tim Moy.

### **Call to Order**

- a. Note compliance with the Open Meeting Law. Wedekind noted compliance with the Open Meeting Law.
- b. Agenda Approval: It was moved by Kolb, seconded by Franzen to approve the agenda as posted. Motion carried unanimously.
- c. Minutes Approval: It was moved by Franzen, seconded by Kolb to approve the minutes of the August 20, 2019 meeting. Motion carried unanimously.

**Public Invited to Speak** (*Any citizen has the right to speak on any item of business that is on the agenda for Commission action if recognized by the presiding officer.*) – There were no speakers.

### **Public Hearings:**

- a. Public Hearing to consider a request of D Mitchell LLC for a Conditional Use Permit to convert the existing two-unit residential dwelling to two Side-by-Side Attached Single-Family residential dwellings in an R-3 Three-and Four-Family Residential zoning district, located at 1320/1322 Lake Street, City of Baraboo, Wisconsin - There being no speakers, the hearing was declared closed.
- b. Public Hearing to consider a request by Beancounter Investments, LLC for a Conditional Use Permit for an electronic variable message sign at the Sauk County Innovation Center at 201 8<sup>th</sup> Avenue, in a B-1 Central Business zoning district, City of Baraboo, Sauk County – Laurette Greenhalgh, 424 S. Pie Street, Ft. Atkinson, Wisconsin introduced herself to the Commission. She said that she owns the property at 130 8<sup>th</sup> Avenue, along with her siblings and spoke in opposition to the conditional use request. Greenhalgh cited her main concerns for opposition were the location, the hill, the amount of traffic, the trouble already seen at this intersection, the older nature of the neighborhood, and the great job that the City has done in keeping these type of signs out away from the center of town and out to the edges where it makes more sense for them to be. She asked the Commission not grant the request for the variable message sign at 201 8<sup>th</sup> Avenue.

### **New Business**

- a. Request for a Conditional Use Permit to convert the existing two-unit residential dwelling to two Side-by-Side Single-Family Attached Residential Dwellings in an R-3, Three- and Four-Family Residential zoning district, located at 1320/1322 Lake Street, City of Baraboo, Wisconsin, by D Mitchell LLC – David Mitchell introduced himself to the Commission. Pinion presented the background for the request to the Commission. He said that this property is currently under construction and Mitchell is looking to sell them individually. It was moved by Liston, seconded by Franzen to approve the Conditional Use Permit for two Side-by-Side Single-Family Attached Residential Dwellings 1320/1322 Lake Street upon completion. On roll call vote for the motion, Ayes – Thurow, Franzen, Liston, O'Neill, Kolb, Marshall, and Wedekind. Nay – 0, motion carried 7-0.
- b. Review and Approve a two lot Certified Survey Map for side-by-side attached single-family residential dwellings at 1320/1322 Lake Street, in an R-3 One- to Four-Family Residential zoning district, by Mitchell LLC – Pinion gave background, saying it meets all minimum regulations for side-by-side single-family attached dwellings. It was moved by Kolb, seconded by Franzen to approve the two lot Certified Survey Map as presented upon occupancy permit. On roll call for the motion, Ayes – Franzen, Liston, O'Neill, Kolb, Marshall, Wedekind, and Thurow. Nay – 0, motion carried 7-0.
- c. Request for Conditional Use Permit for an Electronic Variable Message Sign for the Sauk County Innovation Center at 201 8<sup>th</sup> Avenue, in a B-1 Central Business zoning district, by Beancounter Investments LLC – Tom Turbett, Rainbow Signs, Wisconsin Dells introduced himself to the Commission. Turbett presented the background for the request to the Commission. He said that the best way to get all potential tenants represented would be with a variable message sign, following all DOT standards. Tim Moy presented the background of the building to the Commission. Liston moved, O'Neill seconded to delay this request until the October Plan Commission meeting pending Police Department review. Kolb feels that the DOT does examine these things and the way that this sign was described, the Commission has been good about when they are approved and where they are taking all items in to consideration. He does not see anything that was presented at the meeting that would be distracting, it is within 4 inches of the existing sign. Marshall said she feels that a condition should be that all images displayed should be still images. It was stated that this is already in the ordinance. On roll call for the motion, Ayes – Franzen, Liston, O'Neill, and Wedekind. Nay – Kolb, Marshall, and Thurow. Motion carried 4-3. Moy voiced his frustration. Pinion stated there are only three areas remaining zoned B-2. Kolb said that he would like to revisit the permitted uses and the conditional uses in the B-2 zoning at the next meeting. Kolb moved, Liston seconded to eliminate automobile sales and service in the B-2 district. On roll call vote for the motion, Ayes – Liston, O'Neill, Kolb, Marshall, Wedekind, Thurow, and Franzen. Nay – 0, motion carried 7-0.

- d. Consider the Elimination of Automobile Sales & Service as a Permitted Use in a B-2 Neighborhood Business District – It was moved Kolb said the B-2 District is very specific in terms of neighborhood, and used cars are not. He said to eliminate used car sales would be a good idea. Marshall asked if this could be expanded to eliminate boat and trailer sales.

**Adjournment** - It was moved by Liston, seconded by Kolb to adjourn at 5:48 p.m. The motion carried unanimously.

Phil Wedekind, Mayor Designee